

## TRAFFIC CIRCULATION AGREEMENT

**THIS TRAFFIC CIRCULATION AGREEMENT** (“Agreement”) is made and entered into as of this 7th day of June, 2022 (the “Effective Date”) by and between the City of Santa Barbara, a California municipal corporation (“City”) and Chick-fil-A, Inc. (“CFA, Inc.”), McColm 3707 State, LLC and Thompson 3707 State, LLC (property owner of 3707 State Street, Santa Barbara, California 93105) (“Property Owner”), and Collins Hospitality Company, LLC (the “Operator”). Together, CFA, Inc., Property Owner, and Operator are referred to as “the CFA-Related Parties.” Together the City and the CFA-Related Parties are referred to as “Parties.”

### I. RECITALS

A. WHEREAS, Property Owner owns certain real property at 3707 State Street, Santa Barbara, California (“the Property”) which is approximately 1.1 acres and hosts an approximately 3,410 square-foot restaurant with a legal non-conforming drive-through.

B. WHEREAS, CFA, Inc. is the tenant of the Property. Exhibit A provides a legal description of the Property burdened by this Agreement.

C. WHEREAS, Collins Hospitality Company, LLC, the Operator, is the franchisee and independently owns and operates the Chick-fil-A restaurant business on the Property.

D. WHEREAS, on February 11, 2021, CFA, Inc. and the Property Owner applied to the City for approvals to modify the parking lot and construct exterior improvements on the Property to improve on-site traffic circulation, designated as PLN2021-00093 (“Site Improvement Application”). The City has been processing the application since that time. To that end, the City held an Architectural Board of Review (“ABR”) hearing on the Site Improvement Application on May 2, 2022, and another on May 31, 2022. City staff have expressed general support for the site plan submitted as Exhibit B of the Site Improvement Application (“Site Plan”) and determined that the proposed drive-through configuration and Site Plan are consistent with and not an expansion of the existing nonconforming drive-through use. Following ABR action, application for and issuance of building permits will be required for implementation of the site improvements.

E. WHEREAS, on February 1, 2022, the City initiated public nuisance proceedings against CFA, Inc. and Property Owner through City Council Resolution No. 22-008. On March 1, 2022, the City held a public nuisance hearing, and after the City and the CFA-Related Parties presented evidence, the Council voted to continue the hearing until June 7, 2022 (“Nuisance Proceedings”) and directed City Staff to work with the CFA-Related Parties to address the issues raised during the hearing, among other things.

F. WHEREAS, while the CFA-Related Parties deny the existence of an alleged nuisance, the CFA-Related Parties are committed to promote the safe and efficient movement of vehicles onsite to avoid queuing of motor vehicles on State Street, including implementation of the improvements contemplated by their Site Improvement Application to improve traffic circulation on and around the site.

G. WHEREAS, in furtherance of their desire to enhance and improve traffic flow onto and

over the Property, CFA, Inc. and the Operator have implemented certain Interim Traffic Management Measures described in correspondence dated March 11, 2022 from counsel for CFA, Inc. (the “Interim Traffic Management Measures”), which have substantially mitigated the traffic issues upon which the Nuisance Proceedings were predicated.

H. WHEREAS, the City Staff and CFA-Related Parties mutually desire to stay the Nuisance Proceedings (1) in furtherance of their continued efforts implement the City Council’s direction of March 1, 2022 to work cooperatively to amicably and efficiently to address traffic circulation issues at the Property and (2) to avoid the time, inconvenience, expenses, and uncertainty of further Nuisance Proceedings at this time.

I. WHEREAS, the Parties acknowledge and agree that the obligations imposed by this Agreement on CFA, Inc. and the Operator shall only apply for so long as CFA, Inc. remains a tenant at the Property, and shall not bind Property Owner or any subsequent tenant thereafter.

J. WHEREAS, CFA, Inc. and the Operator acknowledge and agree that this Agreement constitutes the least burdensome approach for improving traffic conditions at the Property

NOW, THEREFORE, in consideration of the mutual covenants and agreements described below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following.

## **II. TERMS**

The foregoing WHEREAS clauses are incorporated by reference as if fully restated herein.

### **A. Stay of Nuisance Proceedings.**

1. The Nuisance Proceedings commenced pursuant to City Council Resolution No. 22-008 are stayed indefinitely to allow implementation of this Agreement.

2. Before Final Approvals, as defined in Section II. D. 8. B., below, the Nuisance Proceedings may be recommenced upon 30 days’ notice following a determination by the Public Works Director that there has been a material breach of this Agreement by CFA, Inc. or the Operator, which has not been cured following applicable notice and opportunity to cure periods, as set forth in Section II. C. 3., below.

3. Provided CFA, Inc. and the Operator have satisfied their obligations under this Agreement as determined by the Public Works Director, then as of the date that is 6 months following the completion of construction and final inspection of the improvements identified in the Final Approvals, the Nuisance Proceedings will be deemed terminated. After the Nuisance Proceedings are deemed terminated, this Agreement may be enforced by commencement of legal action or by initiation of nuisance abatement proceedings through any lawful process.

### **B. Obligations of CFA, Inc. and the Operator.**

1. CFA, Inc. and the Operator shall continue to implement the Interim Traffic

Management Measures set forth in the March 11, 2022 correspondence from counsel for CFA, Inc., a copy of which is attached to this Agreement, while the City considers the Site Improvement Application.

2. After the Final Approvals, as defined below, CFA, Inc. and Operator will coordinate with their contractor and the City regarding construction timing and potential phasing to minimize construction-related impacts to off-site traffic circulation.

3. After the Final Approvals, as defined below, and the completion of construction and final inspection of the improvements identified in the Final Approvals, CFA, Inc. and the Operator shall implement the following measures so long as Chick-fil-A remains a tenant on the Property:

- a. Operator shall provide an attendant to monitor the drive-through lane. The attendant will be responsible for monitoring traffic and implementing traffic control measures when vehicles are stacked beyond the end of the "Team Member Zones" (as shown on the site plan submitted with the Site Improvement Application at Exhibit B ("Site Plan")), which represents approximately 22\* cars in the drive-through stack to facilitate the safe and efficient movement of traffic within the parking lot area. (\*This number is based on the Site Plan. If the approved Site Plan contains a drive-through stack with a different number, then this provision will need to be adjusted accordingly.)
- b. The Operator will provide sufficient team members to conduct remote ordering and direct additional vehicles to the on-site parking area, during peak hours or whenever required under subdivision "a" to ensure that queues do not interfere with on-site circulation or spill onto the public sidewalk or street.
- c. CFA, Inc. shall provide monthly traffic monitoring reports prepared by a professional traffic engineer to the City's Public Works Director for a period of 12 months following the completion of construction of the improvements contemplated by the Site Improvement Application.
- d. Twice a year, the Operator shall have the restaurant operations and drive-through assessed by CFA, Inc. corporate team in an effort to further streamline operations. The Operator shall take all reasonable measures to implement any recommendations of the CFA, Inc. drive-through team to further enhance traffic flow at the Property.
- e. CFA, Inc. and the Operator shall work together to seek additional off-site parking to be provided at no charge for the Operator's team members.
- f. CFA, Inc. and the Operator shall take all reasonable measures to

prevent truck deliveries at the restaurant during peak hours of operation, including, for example, communicating with vendors and delivery services to avoid deliveries during peak hours of operation.

- g. CFA, Inc. and the Operator shall take all reasonable measures to prevent trucks or armored cars visiting the Property from parking on State Street, including, for example, posting signage as required by the Public Works Director to notify such trucks or armored cars that parking on State Street shall not be allowed and including such provisions in service contracts with vendors where feasible.
- h. The Operator shall install and maintain permanent onsite signage to discourage Chick-fil-A customers from offsite parking. If the Operator or CFA, Inc. secures offsite parking for customers, this signage may be removed. Such off-site parking arrangement will require a recorded agreement approved by the Community Development Director in accordance with Santa Barbara Municipal Code Chapter 30.260.

These measures shall not apply to another tenant and therefore are not intended to apply should the Property be leased to a different tenant.

**C. Obligations of the City.**

- 1. The City shall continue diligently and expeditiously processing the Site Improvement Application.
- 2. The Site Improvement Application will be evaluated by the City as required by Chapter 22.100 of the Santa Barbara Municipal Code and the California Environmental Quality Act (“CEQA”). At the time of this Agreement, preliminary determination has been made that the site modifications contemplated by the Site Improvement Application are categorically exempt from CEQA pursuant to Sections 15301 (existing facilities) and 15303 (construction, installation, or conversion of small structures, equipment, or facilities).
- 3. If the City determines that the CFA-Related Parties are in material breach of this Agreement, or upon a determination that the traffic reflected in the traffic monitoring reports required by Section II.B.3.c., above, warrants recommencement of the Nuisance Proceedings as contemplated by Section II.A.2, above, then the City shall give notice to the CFA-Related parties in accordance with the Notice provision in Section II.D.10, below, with sufficient detail for the CFA-Related Parties to understand the basis for the alleged breach. Upon receipt of the notice, the CFA-Related Parties shall have 30 days to cure such material breach or traffic queuing problem, before the City shall be permitted to take any action. The City shall only be required to provide such notice and opportunity to cure one time in any 12

month period and action on subsequent violations may be taken without additional notice and opportunity to cure.

**D. General Provisions.**

1. Representations and Warranties.

a. The Parties hereby represent and warrant to each other as of the Effective Date, as follows:

- 1) The Parties have received all corporate and other approvals necessary to enter into this Agreement. The persons signing this Agreement on their behalf are fully authorized to commit and bind Parties as applicable to each and all of the commitments, terms and conditions hereof, and to release the claims described herein. All documents and instruments relating to this Agreement are, or, upon execution and delivery will be, valid and binding obligations, enforceable against them in accordance with their respective terms.
- 2) The Parties have freely entered into this Agreement and are not entering into this Agreement because of any duress, fear, or undue influence; this Agreement is being entered into in good faith.
- 3) The Parties have made such investigation of the facts pertaining to this Agreement as it deems necessary.
- 4) The Parties have, prior to the execution of this Agreement, obtained the advice of independent legal counsel of its own selection regarding the substance of this Agreement, and the claims released herein.
- 5) In executing this Agreement, the Parties acknowledge, represent, and warrant that they have not relied upon any statement or representation of any officer, agent, employee, representative, or attorney of another Party regarding any facts not expressly set forth within this Agreement. Except for knowingly false or intentionally misleading statements, the Parties, by entering into this Agreement, assume the risk of any misrepresentations, concealment or mistake, whether or not it should subsequently discover or assert for any reason that any fact relied upon by them in entering into this Agreement was untrue, or that any fact was concealed from them, or that their understanding of the facts or of the law was incorrect or incomplete.

b. The representations and warranties of each of the Parties set forth in

this Section and elsewhere in this Agreement shall survive the execution and delivery of this Agreement and are a material part of the consideration to the City in entering into this Agreement.

## 2. Interpretation.

a. All Parties have cooperated in the drafting and preparation of this Agreement and in any construction or interpretation to be made of this Agreement, the same shall not be construed against any such Party. This Agreement is the product of bargained for and arms' length negotiations between the Parties and their counsel. This Agreement is the joint work-product of the Parties.

b. This Agreement is an integrated contract and sets forth the entire agreement between the Parties hereto with respect to the subject matter contained herein. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto with regard to such subject matter are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made or relied on by any Party hereto.

c. This Agreement may not be changed, modified or amended except by written instrument specifying that it amends this Agreement and signed by the Party against whom the enforcement of any waiver, change, modification, extension or discharge is sought. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver be deemed a continuing waiver; and no waiver shall be implied from delay or be binding unless executed in writing by the party making the waiver.

d. All of the covenants, releases and other provisions herein contained in favor of the persons and entities released are made for the express benefit of each and all of the said persons and entities, each of which has the right to enforce such provisions. Except as expressly provided in this Agreement, the obligations and covenants created hereby shall burden the properties and be appurtenant to and benefit the Property pursuant to the provisions of California Civil Code section 1468 *et. seq.* The restrictions and provisions herein shall run with the Property and shall be binding upon and inure to the benefit of the successors in title to the Property. The covenants may be amended only by a written instrument signed by the Parties. This Agreement shall be recorded in the Official Records of the County of Santa Barbara.

e. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and their respective representatives, officers, employees, agents, heirs, devisees, successors and assigns.

## 3. Further Cooperation.

Each Party shall perform any further acts and to execute and deliver any further documents that may be reasonably necessary or appropriate to carry out the provisions and intent of this Agreement. Except as expressly stated otherwise in this Agreement, actions required of the Parties or any of them will not be unreasonably withheld or delayed. Time will be of the essence of actions required of any of the Parties.

4. No Third Party Beneficiaries.

Nothing in this Agreement is intended to benefit any third party or create a third party beneficiary. This Agreement will not be enforceable by any person not a Party to this Agreement, or their respective representatives, heirs, devisees, successors and assigns.

5. Governing Law; Venue.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws. Any action arising out of this Agreement must be commenced in the state courts of the State of California, County of Santa Barbara and each party hereby consents to the jurisdiction of the above courts in any such action and to the laying of venue in the State of California, County of Santa Barbara, and agrees that such courts have personal jurisdiction over each of them.

6. Counterparts.

This Agreement may be executed in any number of counterparts, delivered via facsimile or electronic mail, each of which when so executed shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

7. Effective Date.

This Agreement shall become effective as of the Effective Date upon execution by all parties.

8. Conditions and Limitations.

a. The CFA-Related Parties recognize and acknowledge that the City is under no obligation to approve the Site Improvement Application, and that the City reserves all of its discretion and the full measure of its police power to evaluate the applications on their merits in accordance with applicable procedures, standards and requirements. If CEQA applies, the City must comply fully with CEQA when evaluating and acting on the Site Improvement Application. It is understood and agreed that this Agreement shall not be construed in any fashion as an approval of the Site Improvement Application or an advance determination and does not provide the CFA-Related Parties with any expectation as to the outcome of the discretionary review process. The City neither expressly nor by implication conveys any position with regard to whether the Site Improvement Application may or may not be approved or with regards to any conditions that may be imposed on such applications.

b. The Parties acknowledge, understand, and agree that issuance of Final Approvals and acceptance by the Property Owner of any conditions of approval, which shall not be unreasonably withheld, are express conditions precedent to the consummation of this Agreement and the covenants, conditions and agreements contained herein. "Final Approvals" is defined as City approval of the Site Improvement Application by the ABR, approval of the driveway apron expansion application by the City Administrator, and issuance of a building permit or ministerial permit for construction of improvements, where there has also been no litigation

filed within 90 days of the City's final action or, if litigation or some other challenge is brought, after a favorable and final resolution of such litigation or challenge.

c. If the Site Improvement Application is not approved, or if the CFA-Related Parties do not accept the conditions of approval, which shall not be unreasonably withheld, then all obligations in this Agreement shall be null and void and shall have no further force and effect. In such event, neither this Agreement, nor any of its terms or provisions, shall be admissible in any action or proceeding for any purpose. The City may recommence the Nuisance Proceedings stayed by this Agreement upon 30 days' notice to the CFA-Related Parties and the public if the traffic issues upon which the Nuisance Proceedings were predicated are no longer substantially mitigated.

#### 9. Limitation of Remedies.

a. The Parties acknowledge that neither Party would have entered into this Agreement if doing so would subject it to the risk of incurring liability in money damages, either for breach of this Agreement, anticipatory breach, repudiation of the Agreement, or for any actions with respect to its implementation or application. The Parties intend by the provisions of this Section 9(a) that neither of the Parties shall have any liability for money damages arising out of a breach or repudiation of this Agreement, and no liability in money damages for any claims arising out of the application process, negotiation, execution and adoption, or the implementation or application of this Agreement. Each of the Parties to this Agreement may pursue any remedy at law or equity available for the breach of any provision of this Agreement, including but not limited to specific performance, temporary or permanent injunctive relief, declaratory relief, or restraining orders, except that the Parties shall have no liability in money damages for any acts which are alleged to have arisen out of or relate to this Agreement. The Parties acknowledge and agree that the limitation in Section 9(a) shall not apply to any new nuisance proceeding commenced by the City against any of the CFA-Related Parties following the dismissal of the Nuisance Proceedings.

b. The parties further acknowledge that money damages and remedies at law generally are inadequate, and specific performance or other equitable relief is the most appropriate remedy for the enforcement of this Agreement.

c. Except for claims, demands, actions, or suits in which non-monetary relief is the sole remedy sought, including without limitation the remedy of specific performance, temporary or permanent injunctive relief, declaratory relief, or restraining orders, and except for claims, demands, actions or suits arising out of future acts and circumstances, each of the parties, for themselves, their successors and assignees, hereby release one another's officers, trustees, directors, partners, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments of the United States Constitution, or any other law or ordinance which seeks to impose any money damages, whatsoever, upon the parties because the parties entered into this Agreement, because of the terms of this Agreement, or because of the manner of implementation or performance of this Agreement.



10. Notice.

Notice required to be given pursuant to this Agreement shall be by certified mail and, where provided below, by e-mail to the following, to be deemed effective upon actual receipt, if by certified mail, or one business day after delivery by e-mail:

For CFA, Inc.:

Leslie Armistead  
Chick-fil-A, Inc., Real Estate Legal  
5200 Buffington Road  
Atlanta, GA 30349  
E-mail: [leslie.armistead@cfacorp.com](mailto:leslie.armistead@cfacorp.com)

With a copy to:

Beth Collins  
Brownstein Hyatt Farber Schreck  
1021 Anacapa Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101  
E-mail: [bcollins@bhfs.com](mailto:bcollins@bhfs.com)

And:

Brian P. Watt  
Troutman Pepper Hamilton Sanders LLP  
600 Peachtree Street NE, Suite 3000  
Atlanta, Georgia 30308  
E-mail: [brian.watt@troutman.com](mailto:brian.watt@troutman.com)

For Operator:

Travis Collins  
Collins Hospitality Company, LLC  
3707 State Street  
Santa Barbara, CA 93105  
E-mail: [travis.collins@cfafranchisee.com](mailto:travis.collins@cfafranchisee.com)

For Property Owner:

McColm 3707 State, LLC  
535 San Onofre Road  
Santa Barbara, CA 93105  
E-mail: [mrmccolm@gmail.com](mailto:mrmccolm@gmail.com)

Thompson 3707 State, LLC  
2175 Alisos Drive  
Santa Barbara, CA 93108  
E-mail: [pthompson2175@cox.net](mailto:pthompson2175@cox.net)

With a copy to:  
Joseph Billings  
Allen & Kimbell, LLP  
317 E. Carrillo Street  
Santa Barbara, CA 93101  
E-mail: jbillings@aklaw.net

For City of Santa Barbara:  
City Administrator  
City of Santa Barbara  
P.O. Box 1990  
Santa Barbara, CA 93102-1990  
rbjork@santabarbaraca.gov


With a copy to:  
City Attorney  
City of Santa Barbara  
P.O. Box 1990  
Santa Barbara, CA 93102-1990  
[acalonne@santabarbaraca.gov](mailto:acalonne@santabarbaraca.gov)  
dhentschke@santabarbaraca.gov

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF SANTA BARBARA

By: \_\_\_\_\_  
Rebecca Bjork, City Administrator  
City of Santa Barbara

APPROVED AS TO FORM:  
Ariel P. Calonne, City Attorney

By:  **Daniel S. Hentschke**  
Daniel S. Hentschke, Assistant

[Signatures continued on next page]

MCCOLM 3707 STATE, LLC,  
a California Limited Liability Company

DocuSigned by:  
By: Michael R. McCollm  
Michael R. McCollm, Manager

THOMPSON 3707 STATE, LLC.  
a California Limited Liability Company

DocuSigned by:  
By: Patricia Thompson Perry  
Patricia Thompson Perry, Manager

APPROVED AS TO FORM:

DocuSigned by:  
By: Joe Billings  
Joseph Billings, Esq.

CHICK-FIL-A, INC.

DocuSigned by:  
By: Kelly Ludwick  
Kelly Ludwick, Vice President Legal

Collins Hospitality Company, LLC.

DocuSigned by:  
By: Travis Collins  
Travis Collins, Operator

APPROVED AS TO FORM:  
BROWNSTEIN HYATT FARBER SCHRECK

DocuSigned by:  
By: Beth Collins  
Beth A. Collins, Esq.

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

DESCRIPTION OF LAND

All that certain real property situated in the County of Santa Barbara, State of California, described as follows:

That portion of Lot 45 of the Outside Pueblo Lands of the City of Santa Barbara, County of Santa Barbara, State of California, described as follows: Beginning at a spike set in the center line of State Street, formerly State Highway, said spike and tag being Westerly, measured along said center line, 149.18 feet from the Northeasterly corner of the Anna Powe Hitchcock tract of land shown on a map of survey in Book 18, Page 174, of Record of Surveys, in the Office of the County Recorder of said County, and from said point of beginning a spike and tag set in a bridge tail bears South 2° 27' 40" East 15.65 feet; thence along the general center line of San Roque Creek, the following courses and distances; South 2° 27' 40" East 191.97 feet to a spike and tag set in a boulder, South 49° 32' 30" West 36.35 feet to a spike and tag set in a boulder; and South 89° 12' 40" West 246.66 feet; thence North 0° 16' 30" East 220.06 feet to a point in the center line of State Street above referred to; thence along the center line of State Street South 89° 43' 30" East 265.00 feet to the point of beginning.

Said land herein described is shown on a map of survey filed March 6, 1978, in Book 110, Page 49, of Record of Surveys.

Assessor's Parcel Number: 051-590-24-00

## **EXHIBIT B**

### **SITE PLAN**





**crho architects**  
1833 E. 17th Street  
3rd Floor - Suite 301  
Santa Ana, CA 92705  
Phone 714.892.1834

**PROJECT INFORMATION**

ADDRESS: 3707 STATE ST.  
ASSessor's PARCEL NUMBER (APN): 051-590-024  
ZONING DESIGNATION: C-RUSS (SBMC TITLE 30)  
GENERAL PLAN / COASTAL LAND USE PLAN: COMMERCIAL-MEDIUM HIGH DENSITY RESIDENTIAL  
LOT SIZE: 1.1 ACRES, APPROX. 47,311 SQ. FT.  
AVERAGE SLOPE: 23%

PROPERTY OWNER: MCOLM 3707 STATE LLC & THOMPSON 3707 STATE LLC  
AGENT: BROWNSTEIN HYATT FARBEN SCHRECK LLP  
1021 ANACAPA STREET, 2nd FLOOR  
SANTA BARBARA, CA 93101

SCOPE OF WORK:  
SITE IMPROVEMENTS TO INCREASE CAPACITY OF ON-SITE DRIVE-THRU QUEUE, PARKING LOT IMPROVEMENTS, RELOCATE ADA PARKING SPACES & PROVIDE TEAM MEMBERS PROTECTION WITH THE ADDITION OF A MEAL DELIVERY METAL CANOPY, REPLACE BICYCLE PARKING RACKS

**PARKING**

EATING AND DRINKING ESTABLISHMENT - FOOD & BEVERAGE SALES REQUIREMENTS PER SBMC 30.175.040:  
1 SPACE PER 250 S.F. + 1 BIKE PER 1,750 S.F. NET FLOOR AREA [ 25% LONG TERM SPACES, 75% SHORT TERM SPACES ]

PARKED AREA: 3,410 NET S.F. [BUILDING]

REQUIRED PARKING: 3,410 NET S.F./250 = 13 PARKING SPACES  
3,410 NET S.F./500 = RACKS FOR 6 BIKES  
4 SHORT TERM + 2 LONG TERM

EXISTING: 45 SPACES + RACKS FOR 2 BIKES  
PROPOSED: 29 SPACES + RACKS FOR 8 BICYCLES  
6 SHORT TERM + 2 LONG TERM

**EASEMENT NOTES**

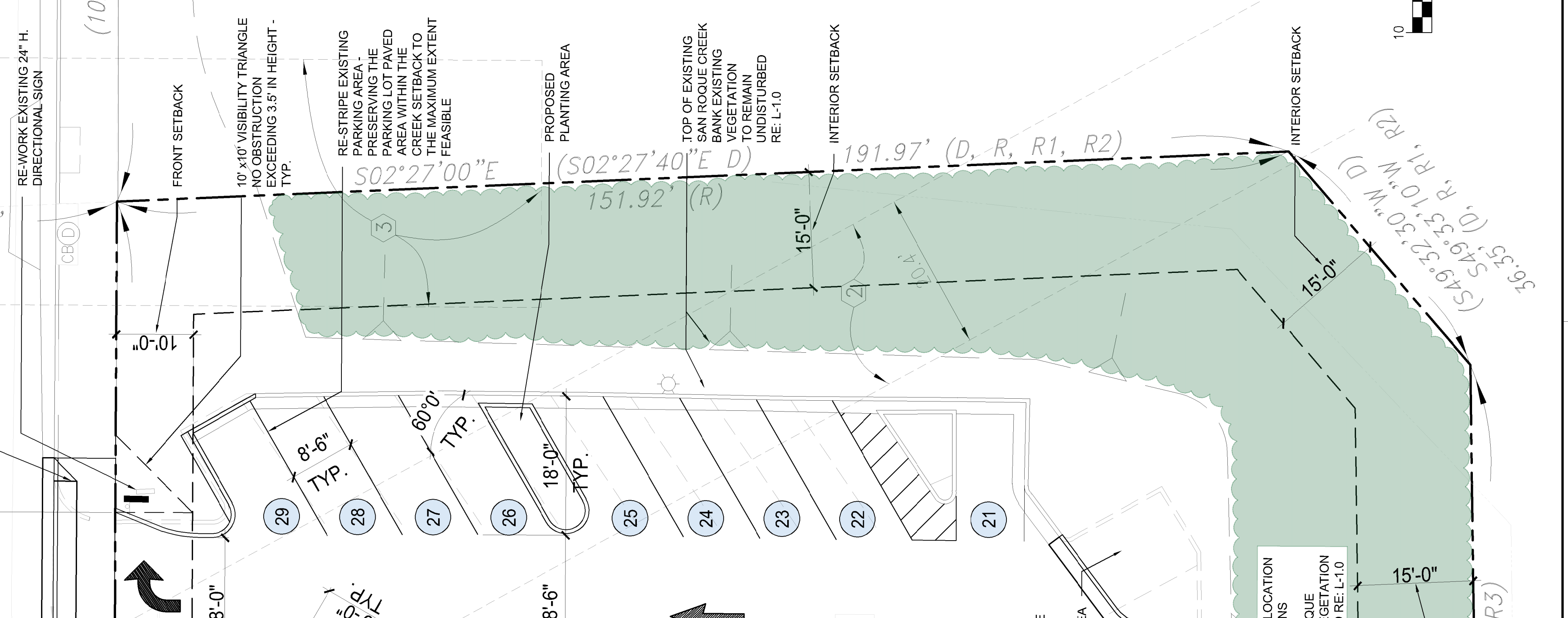
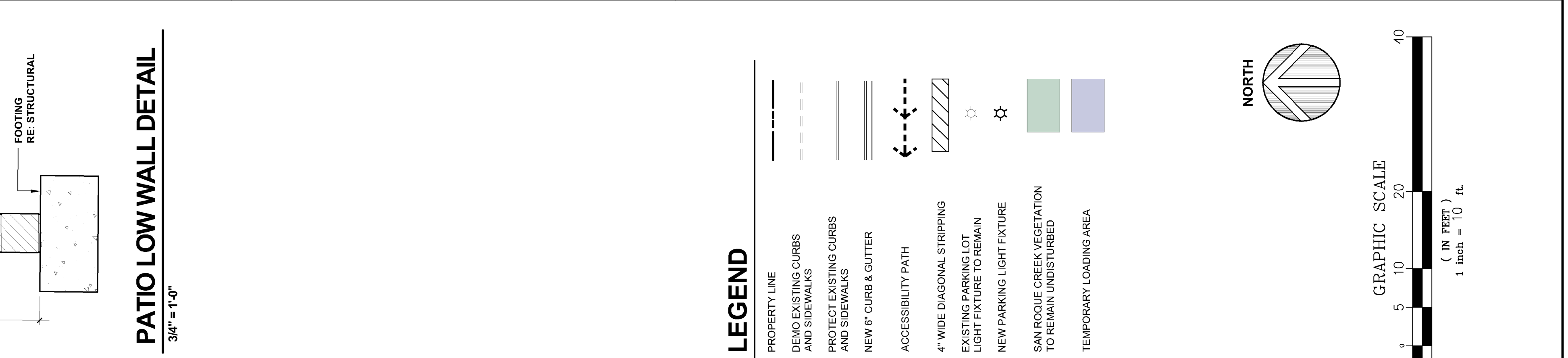
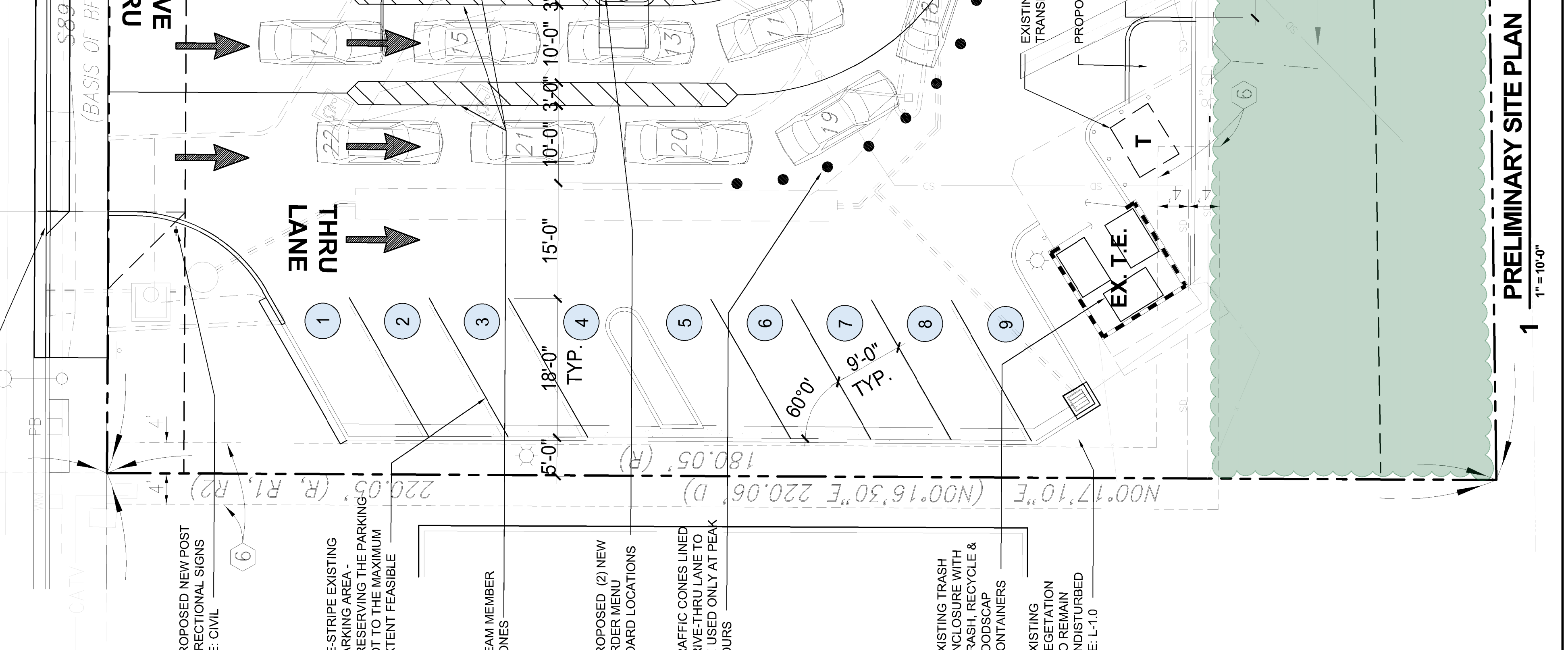
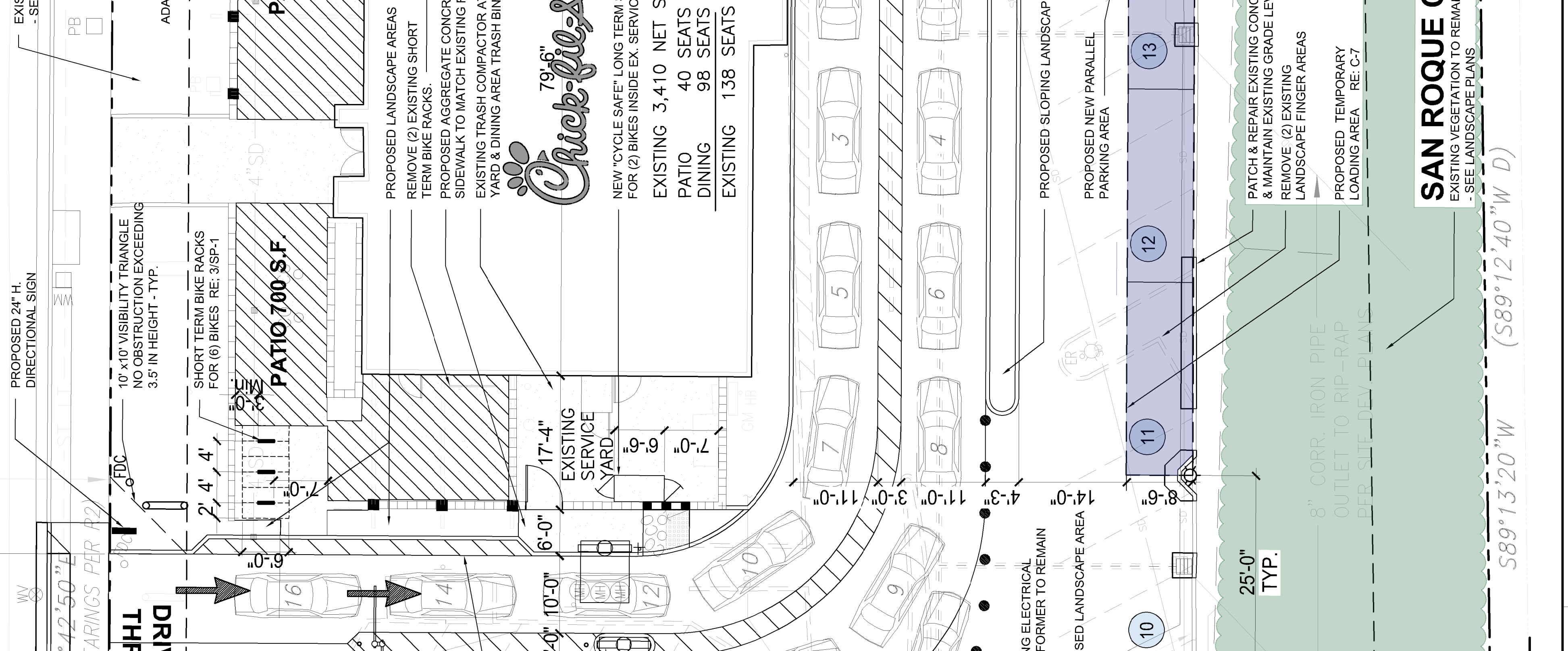
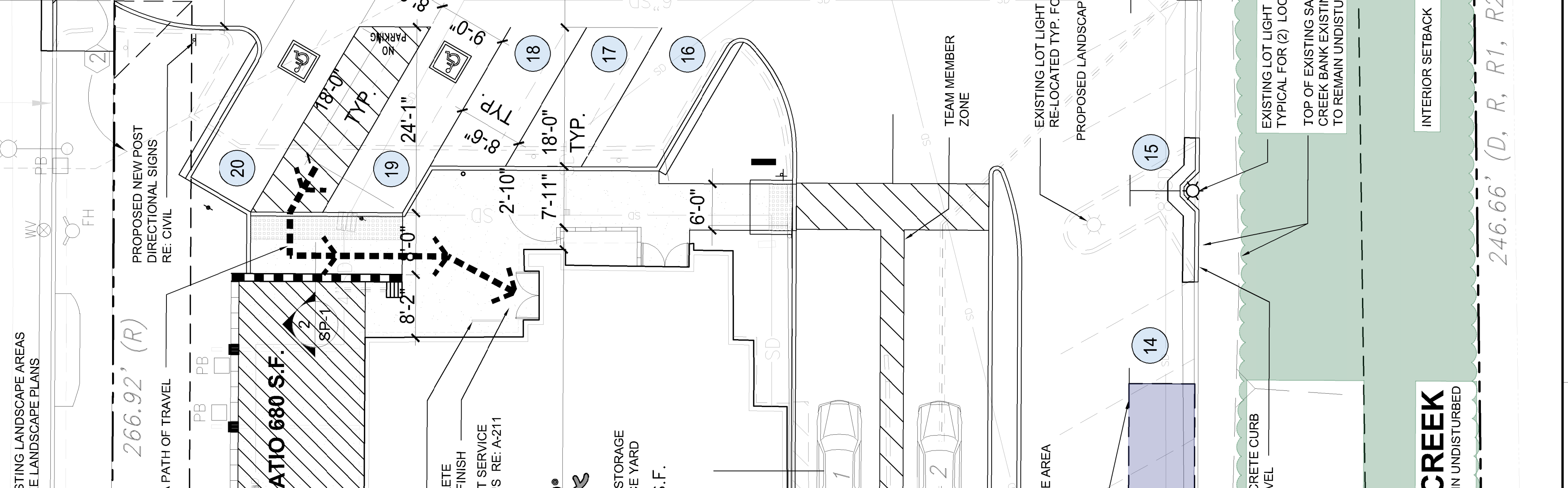
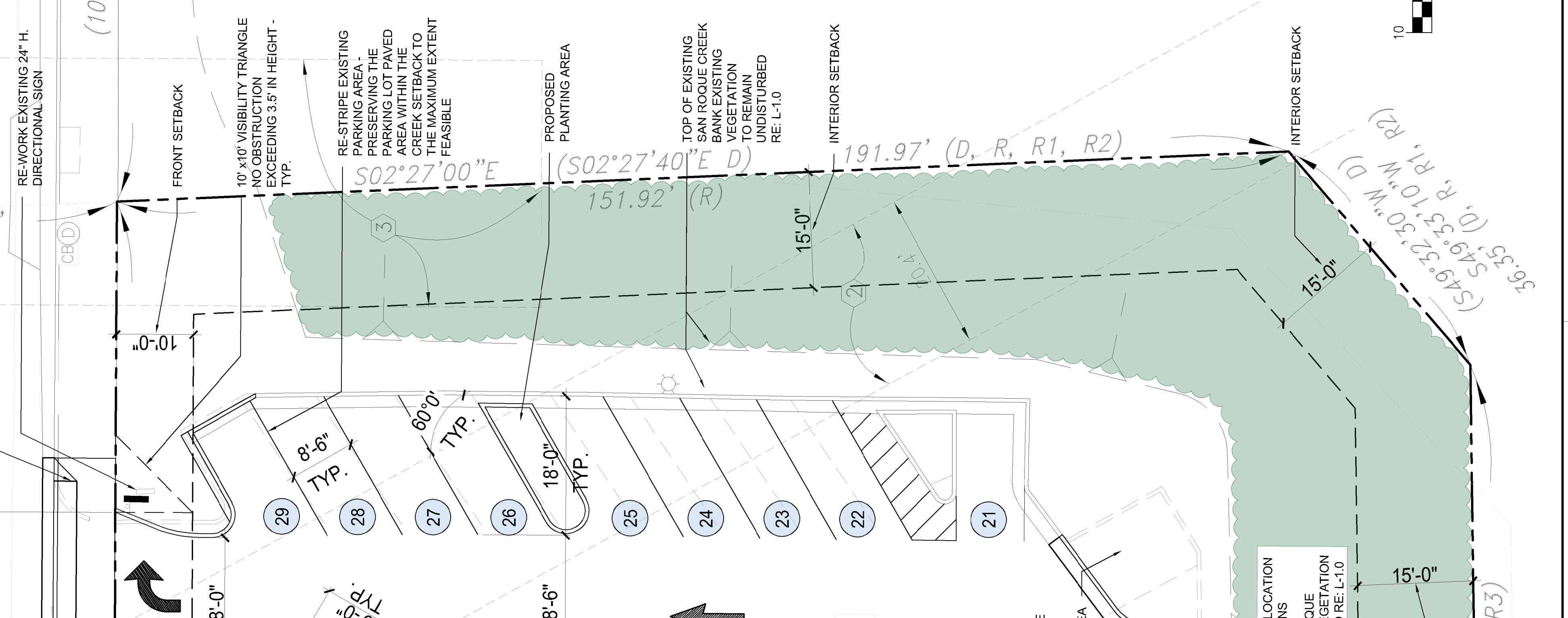
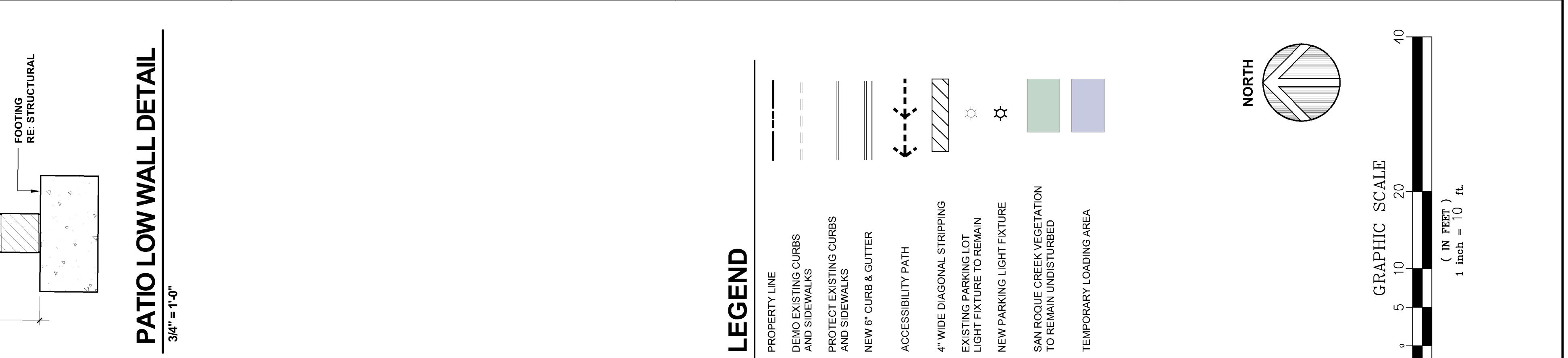
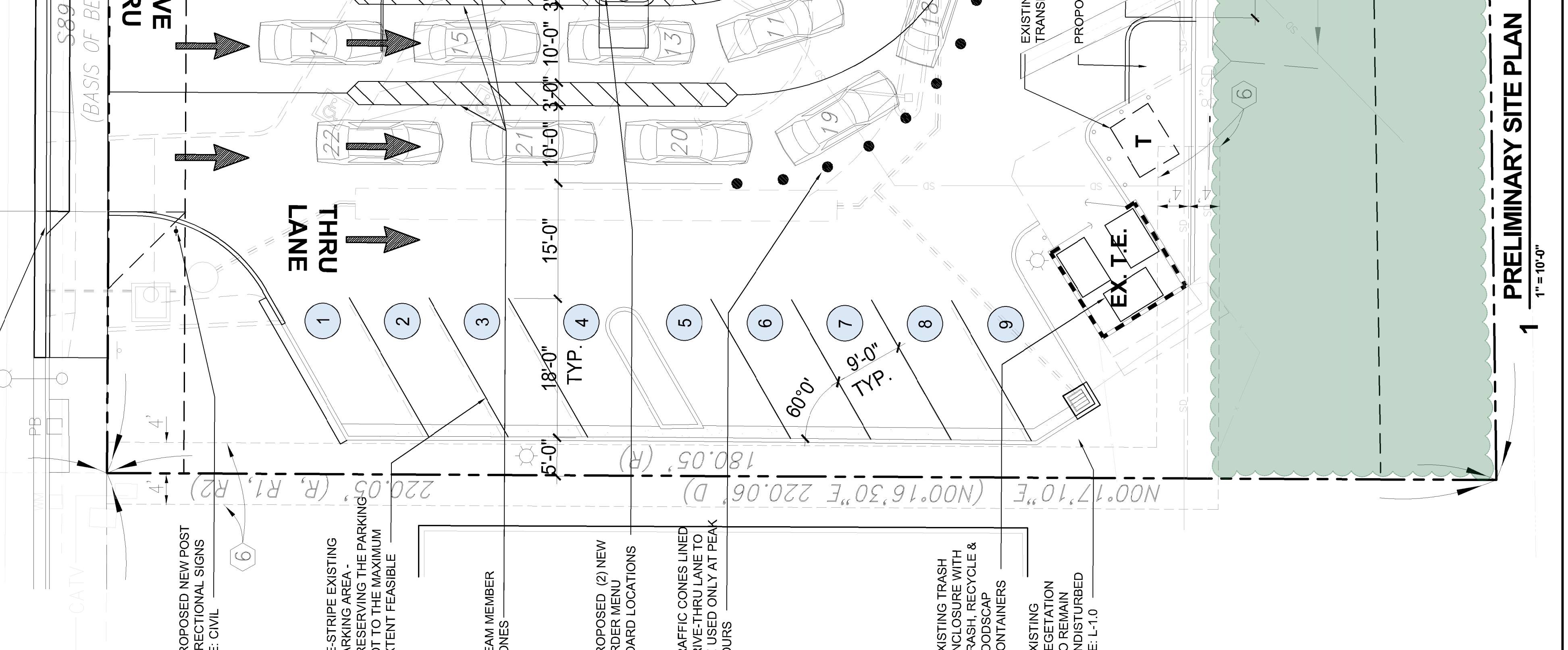
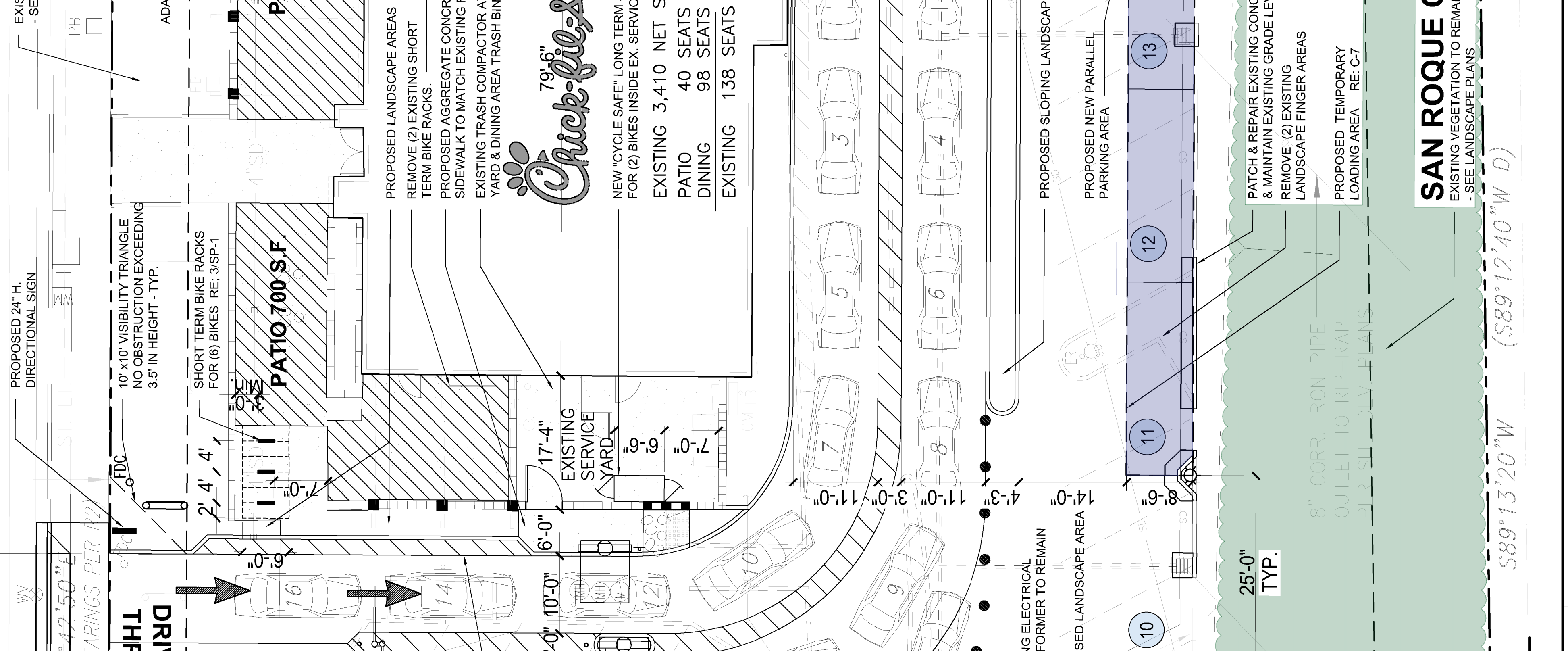
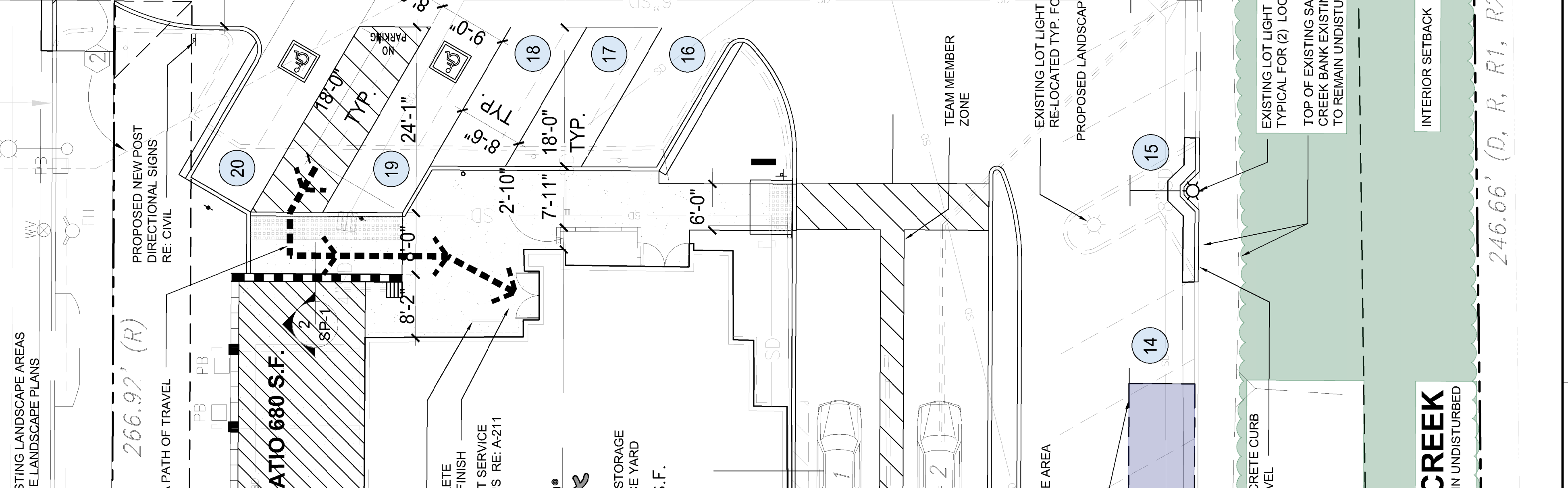
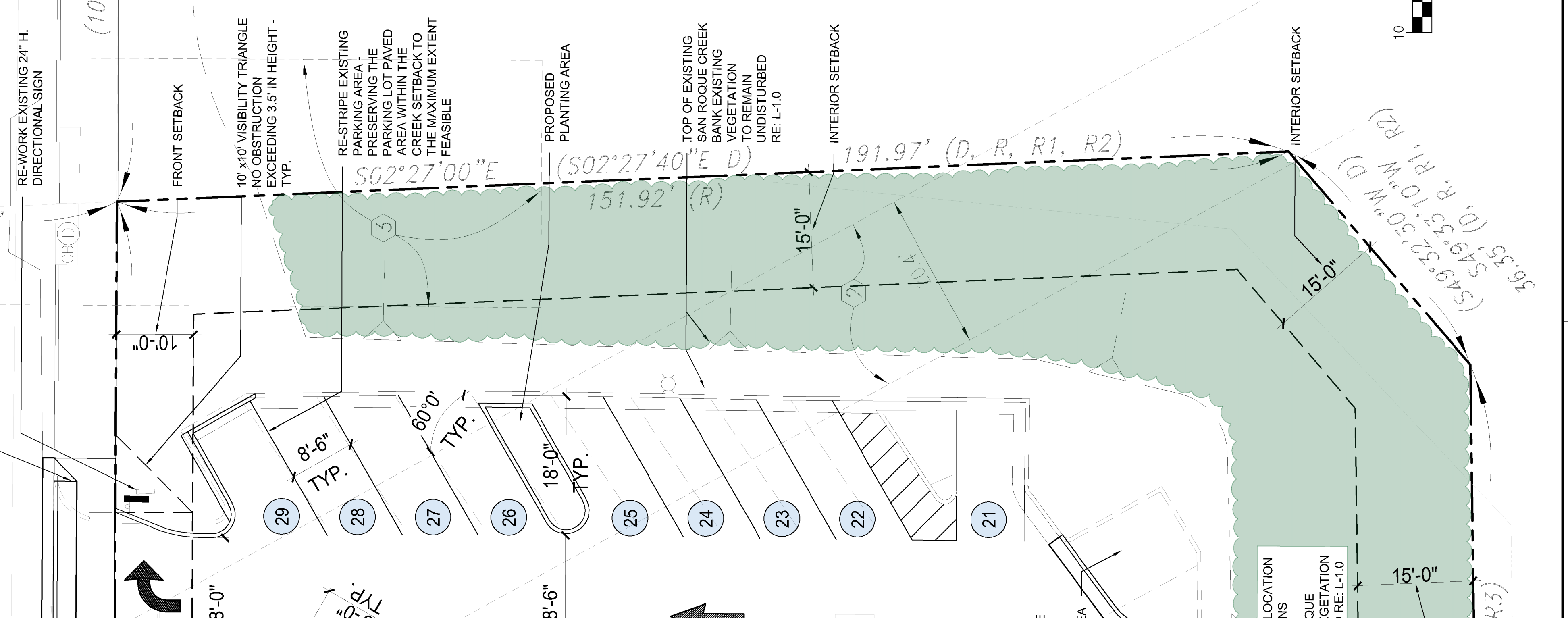
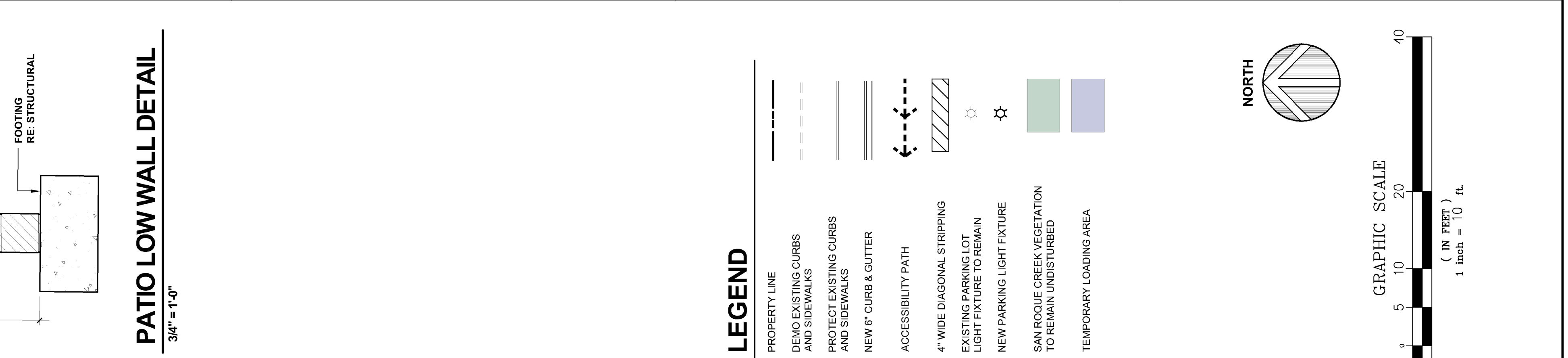
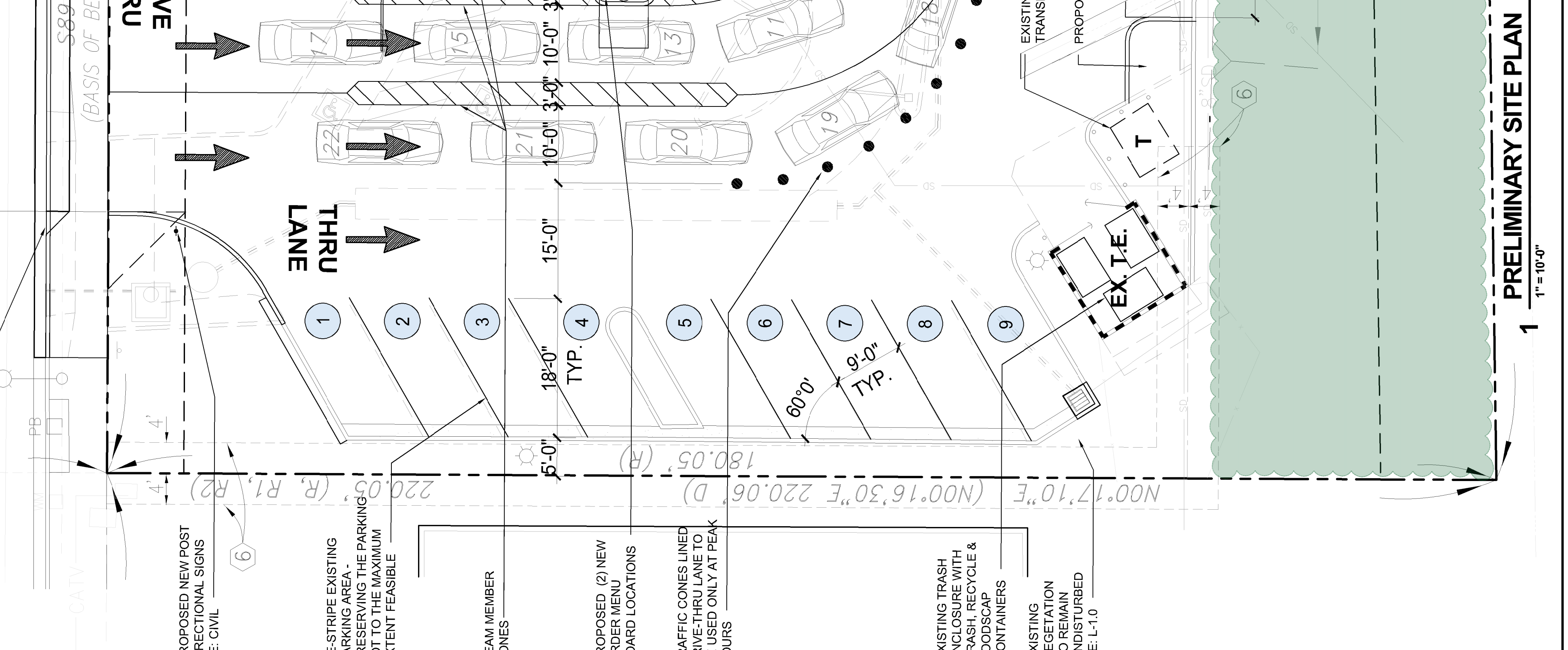
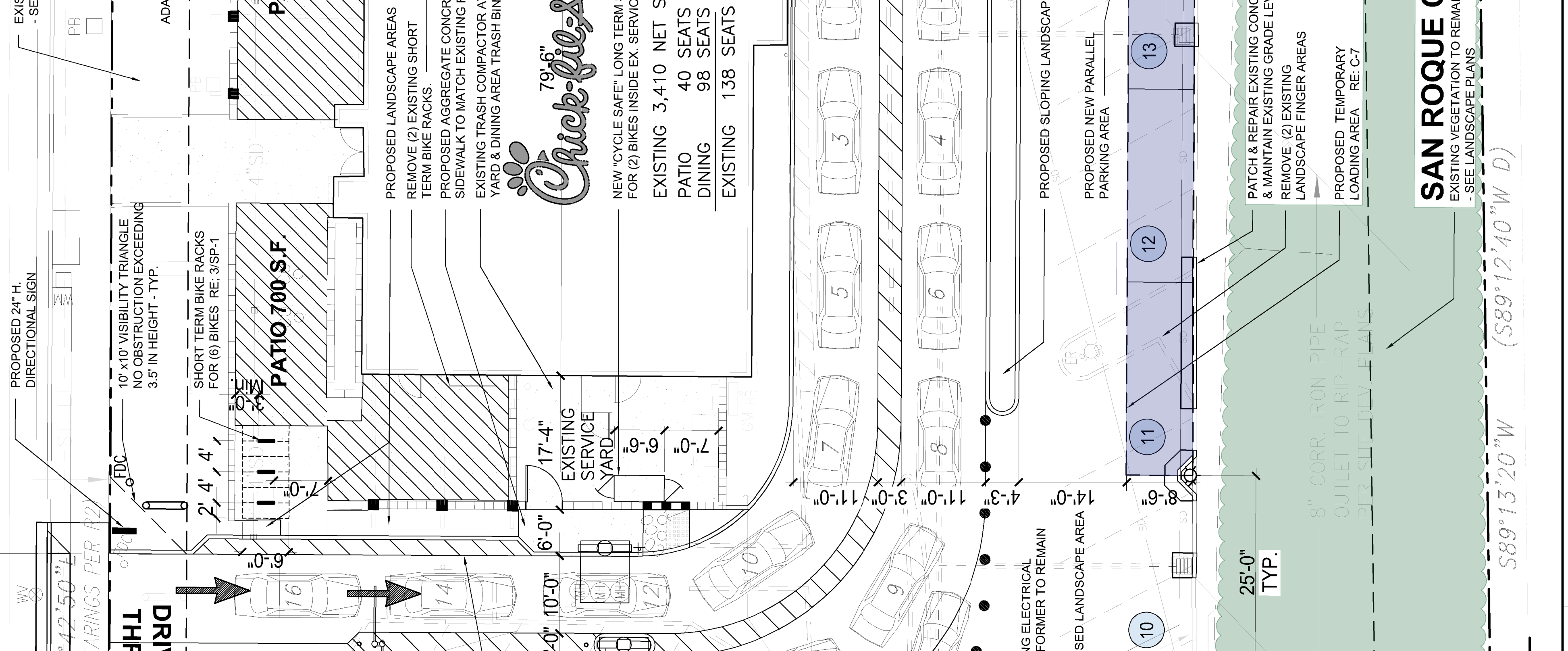
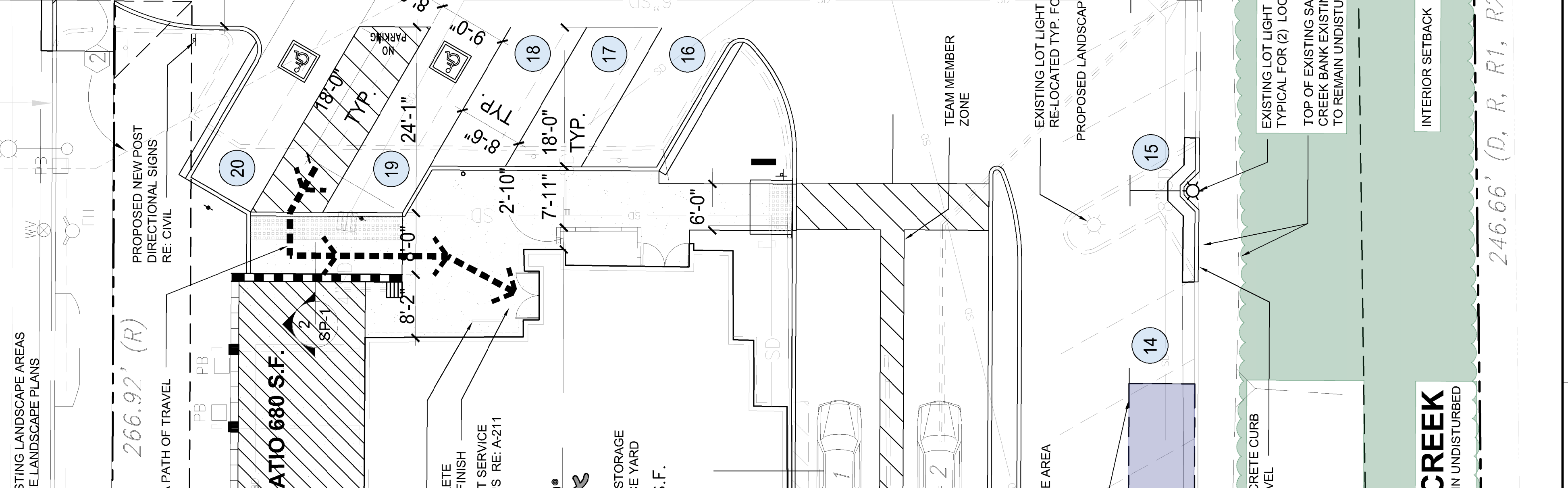
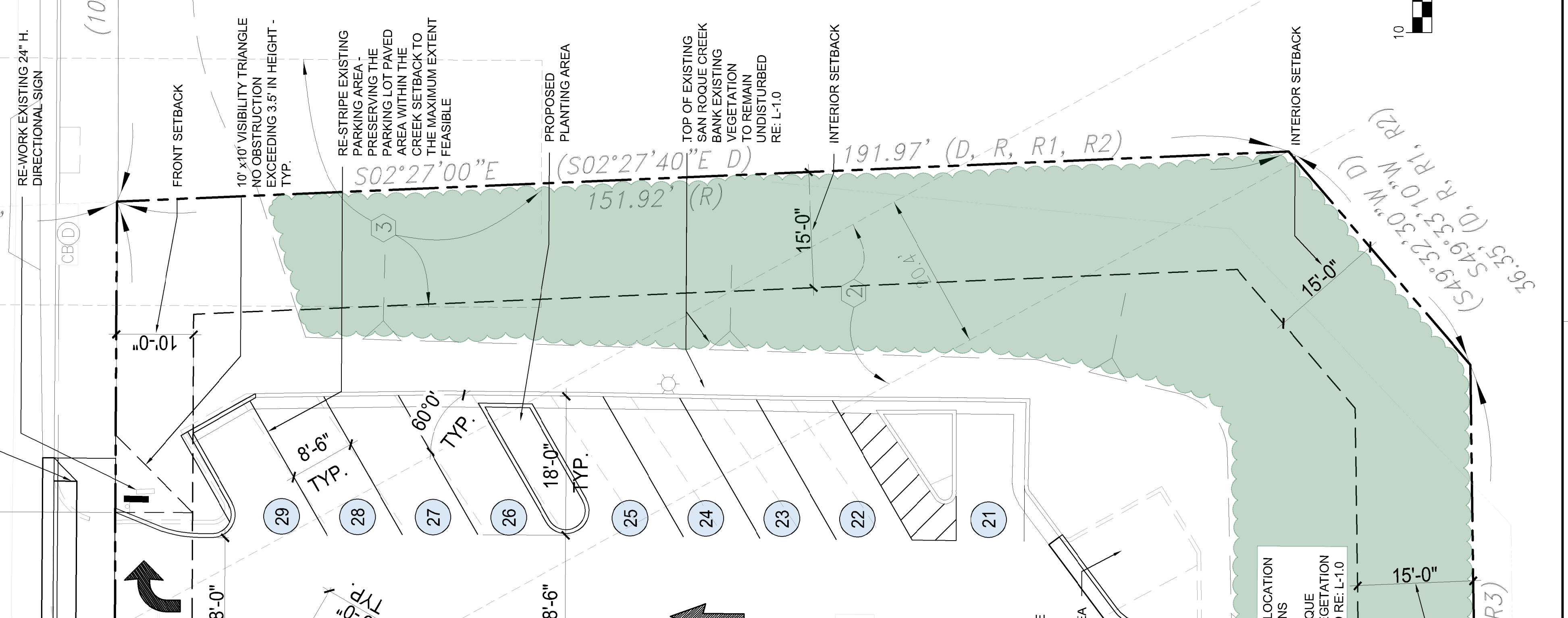
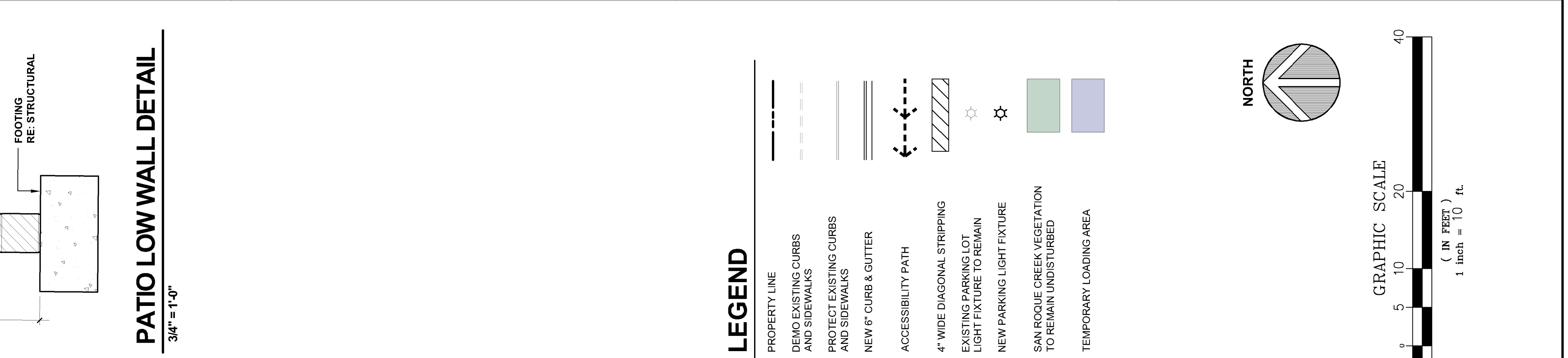
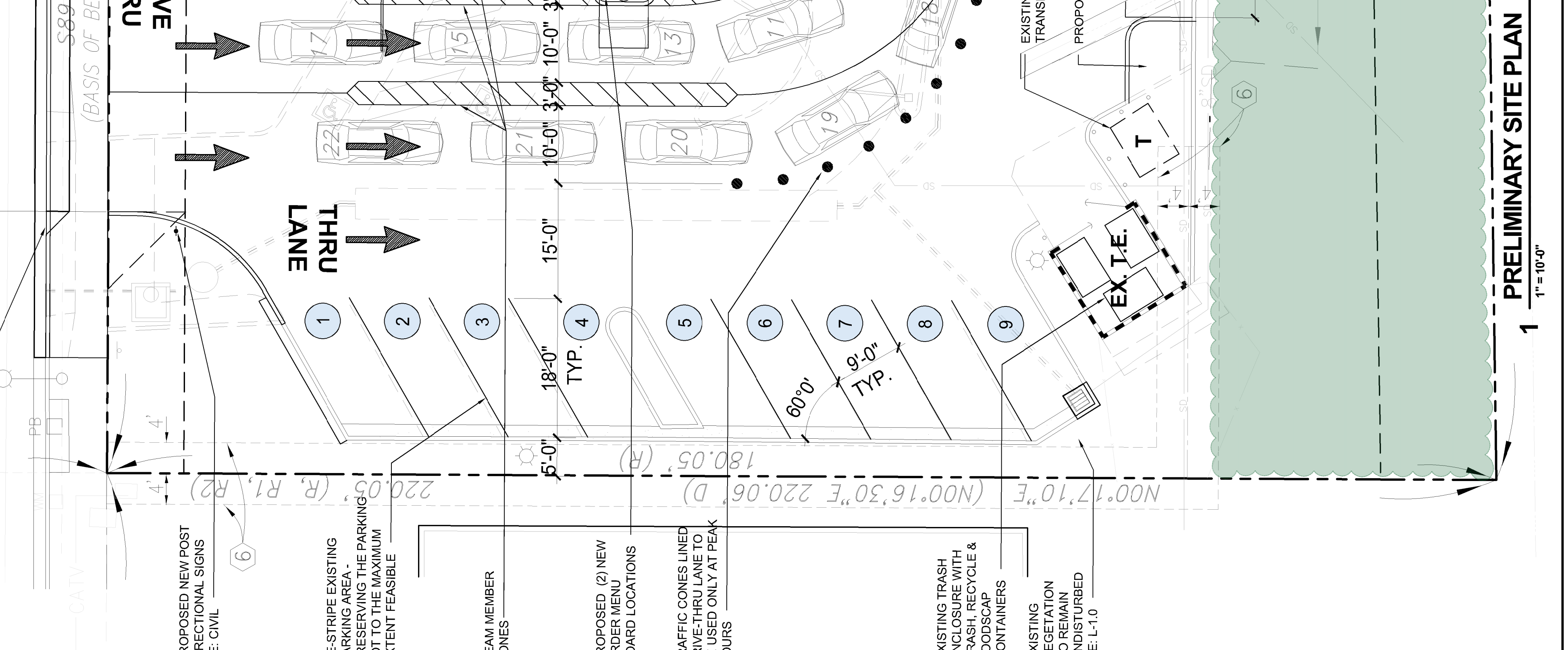
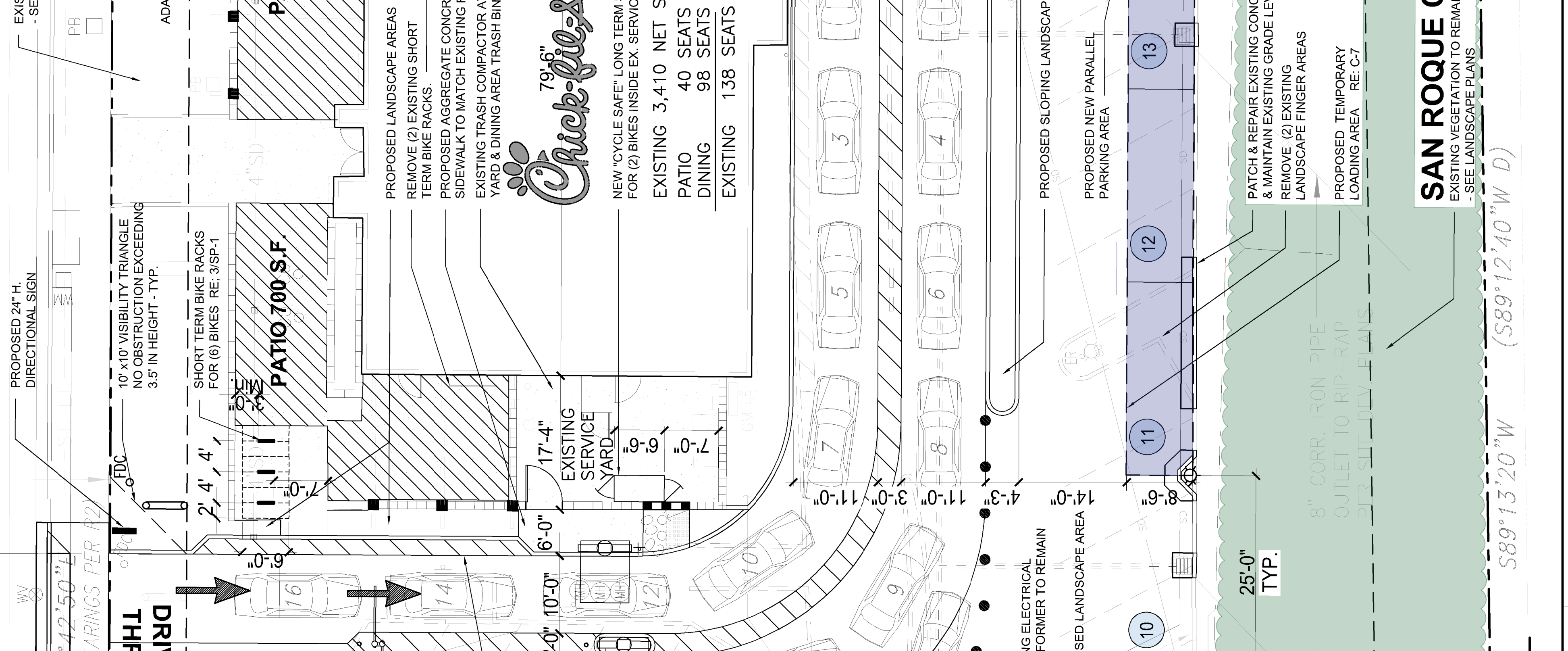
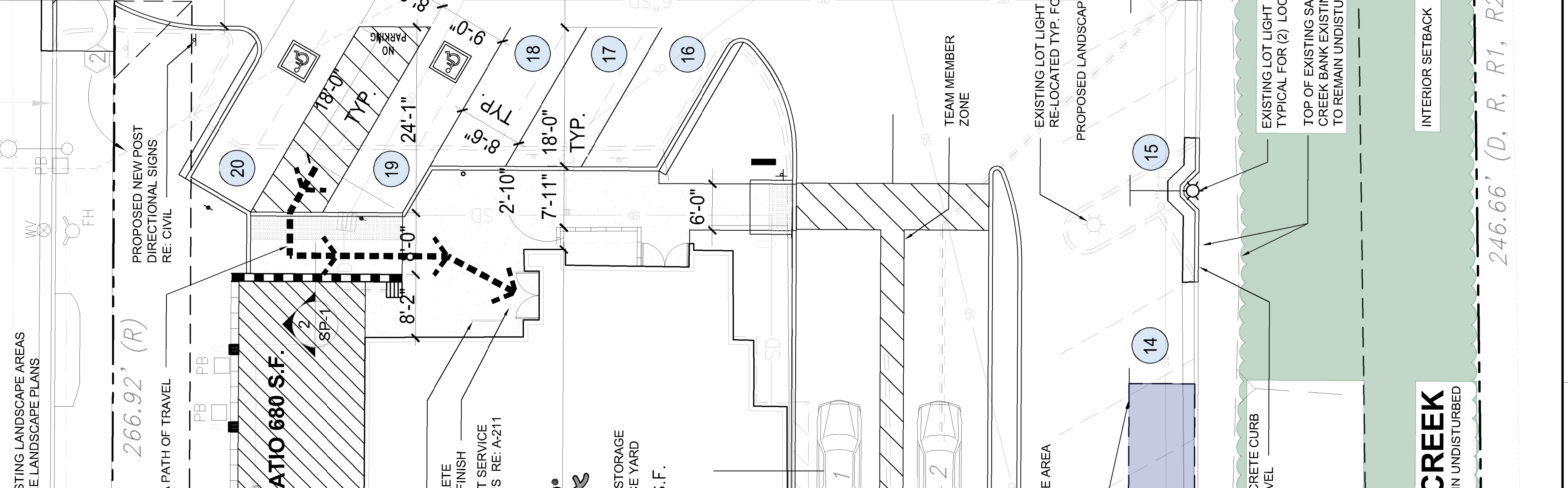
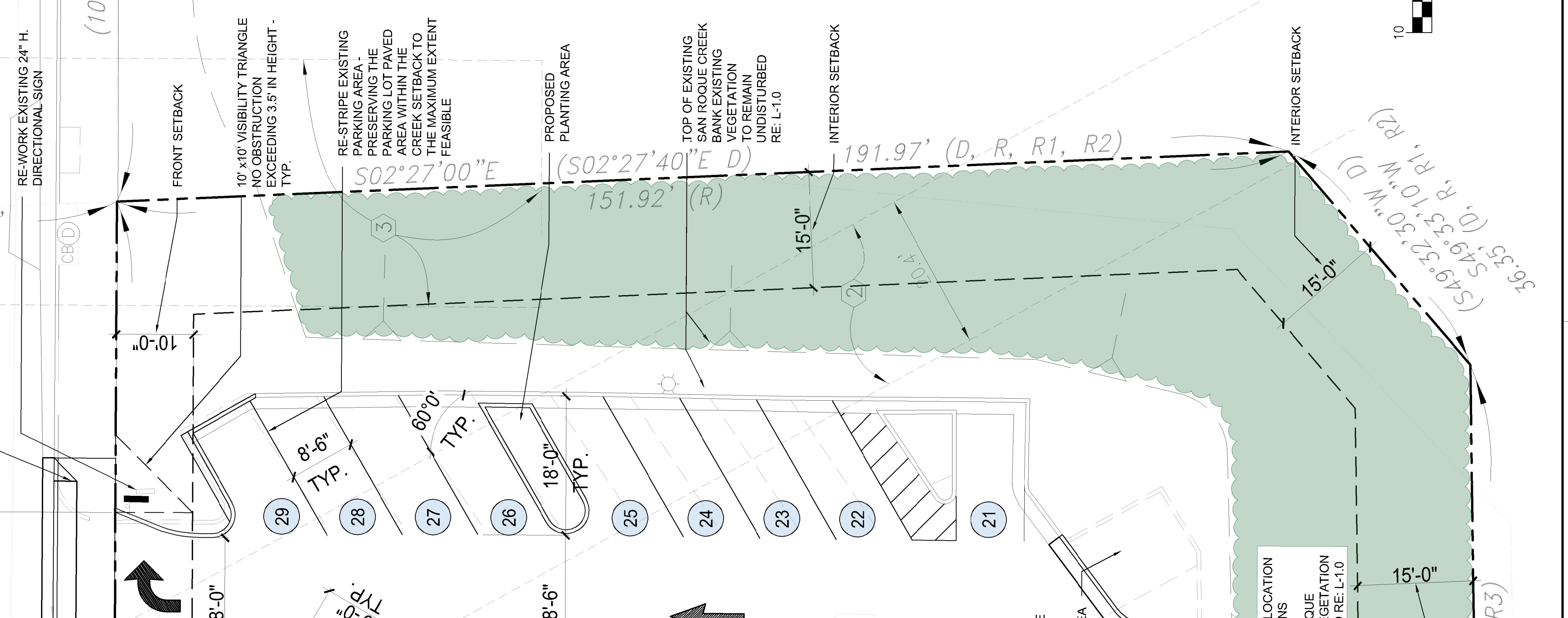
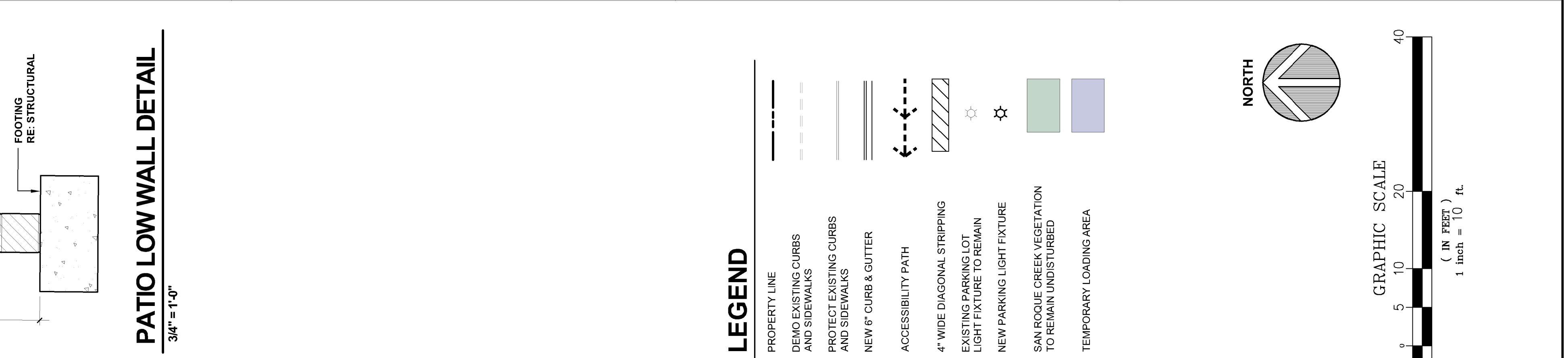
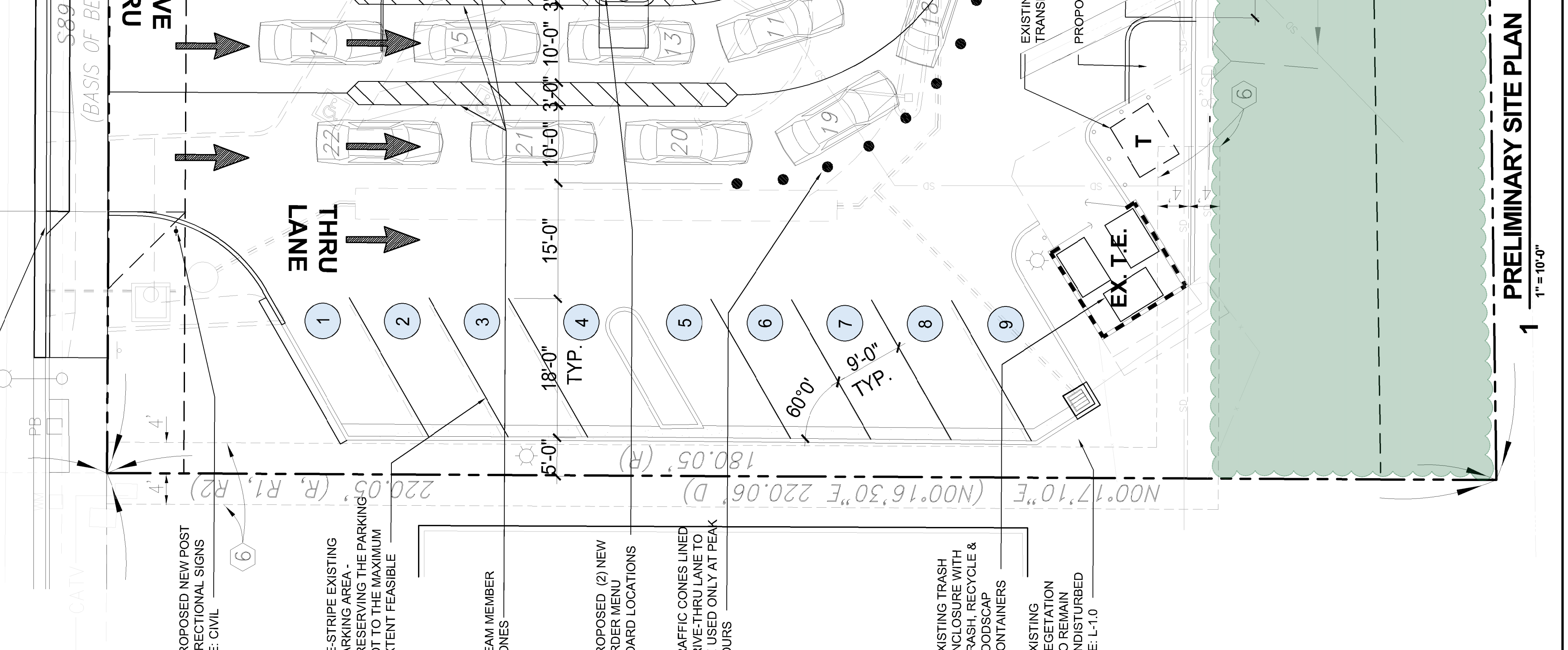
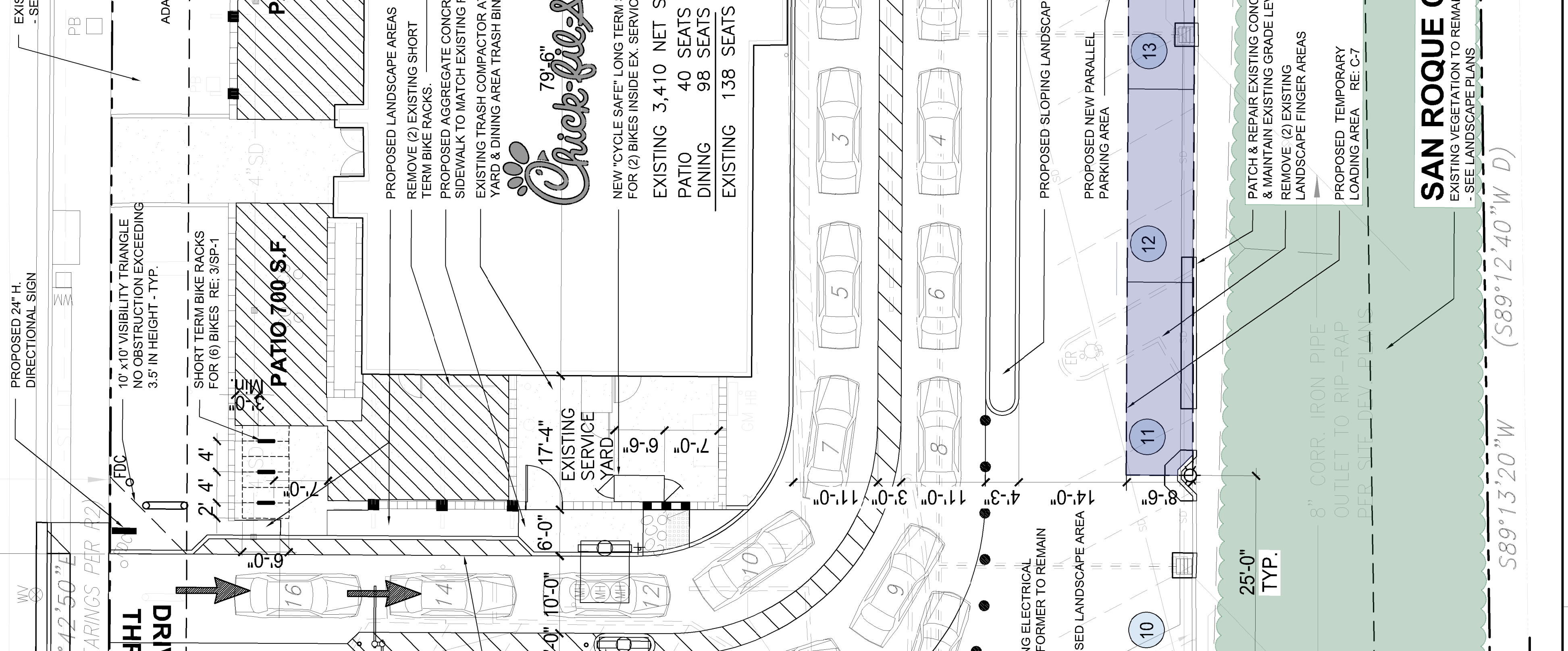
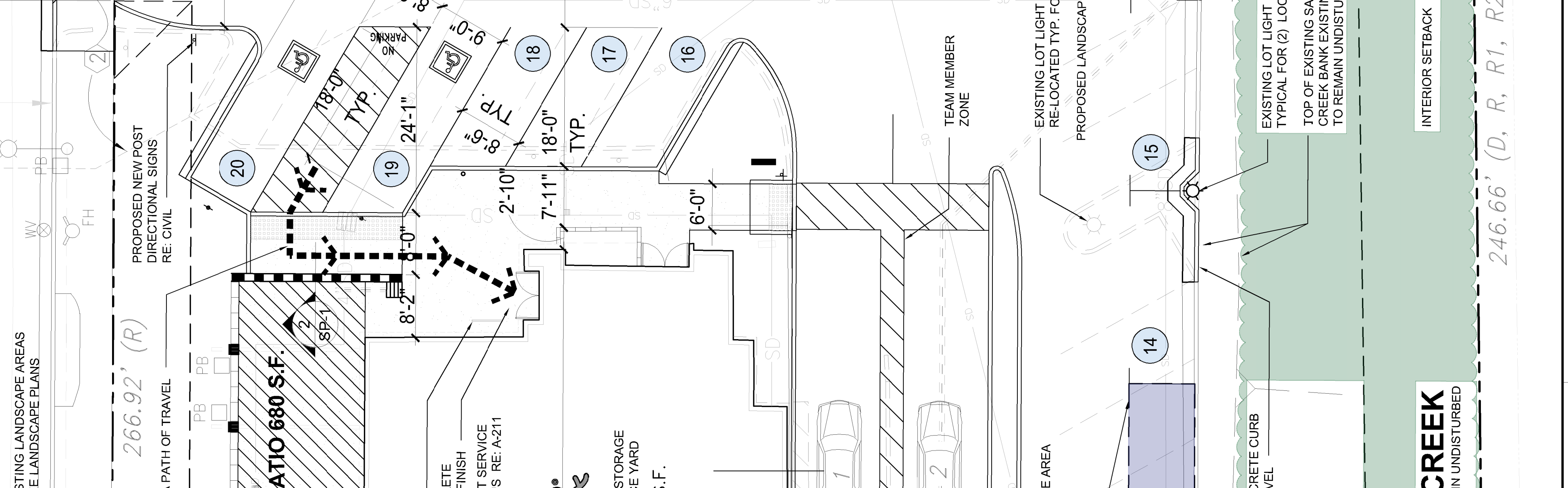
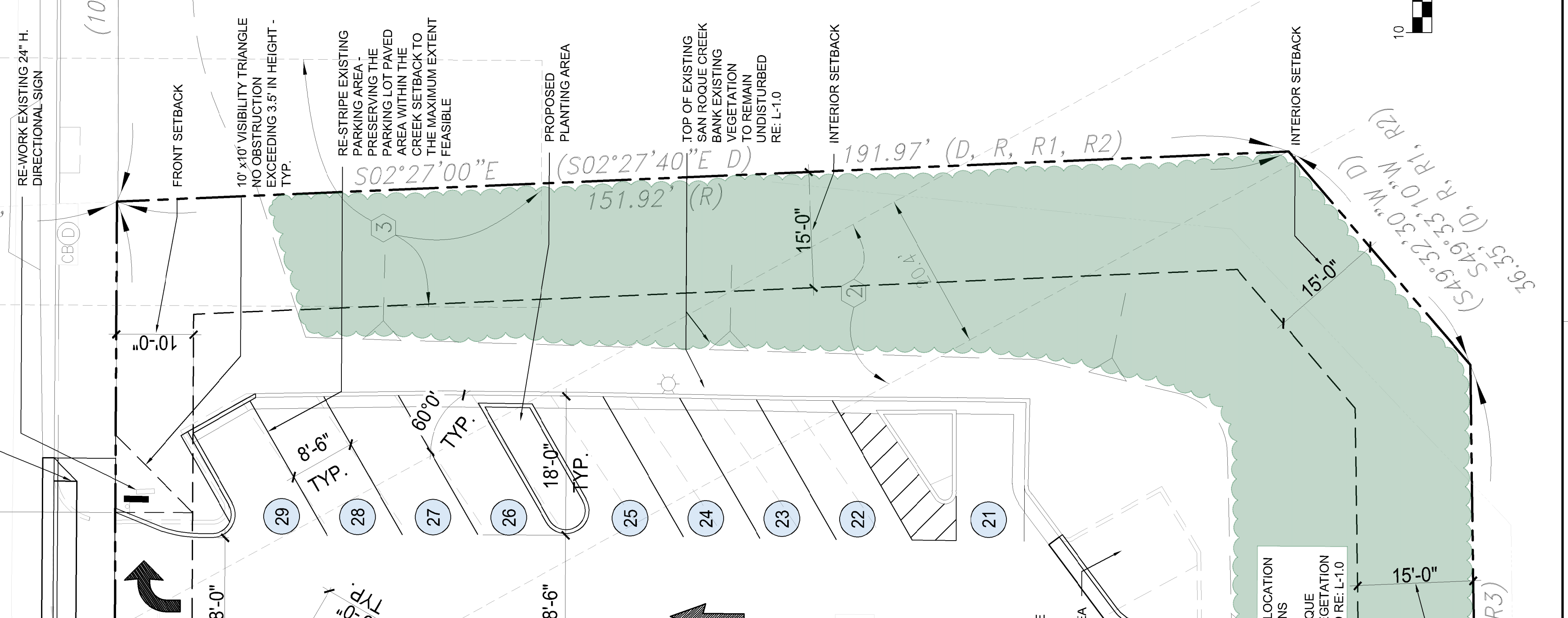
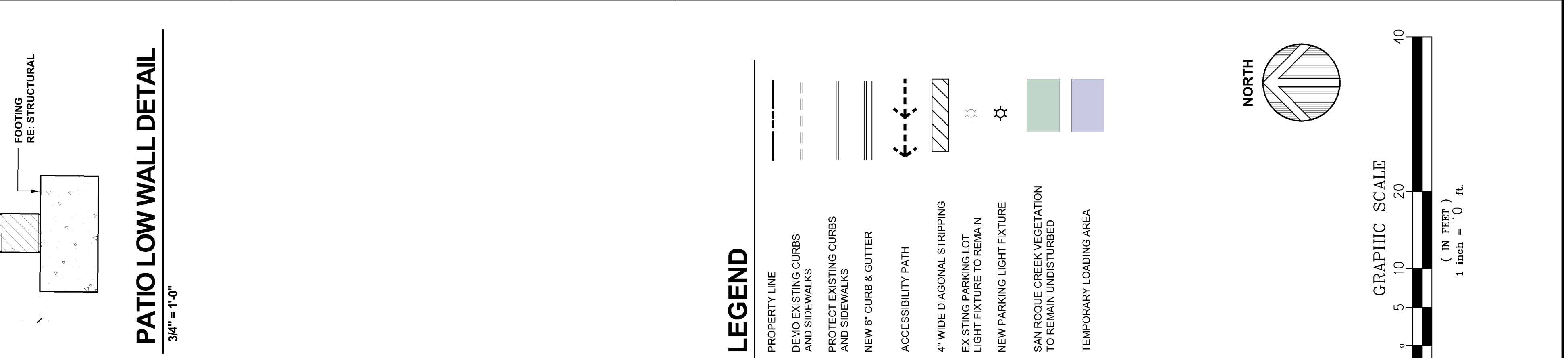
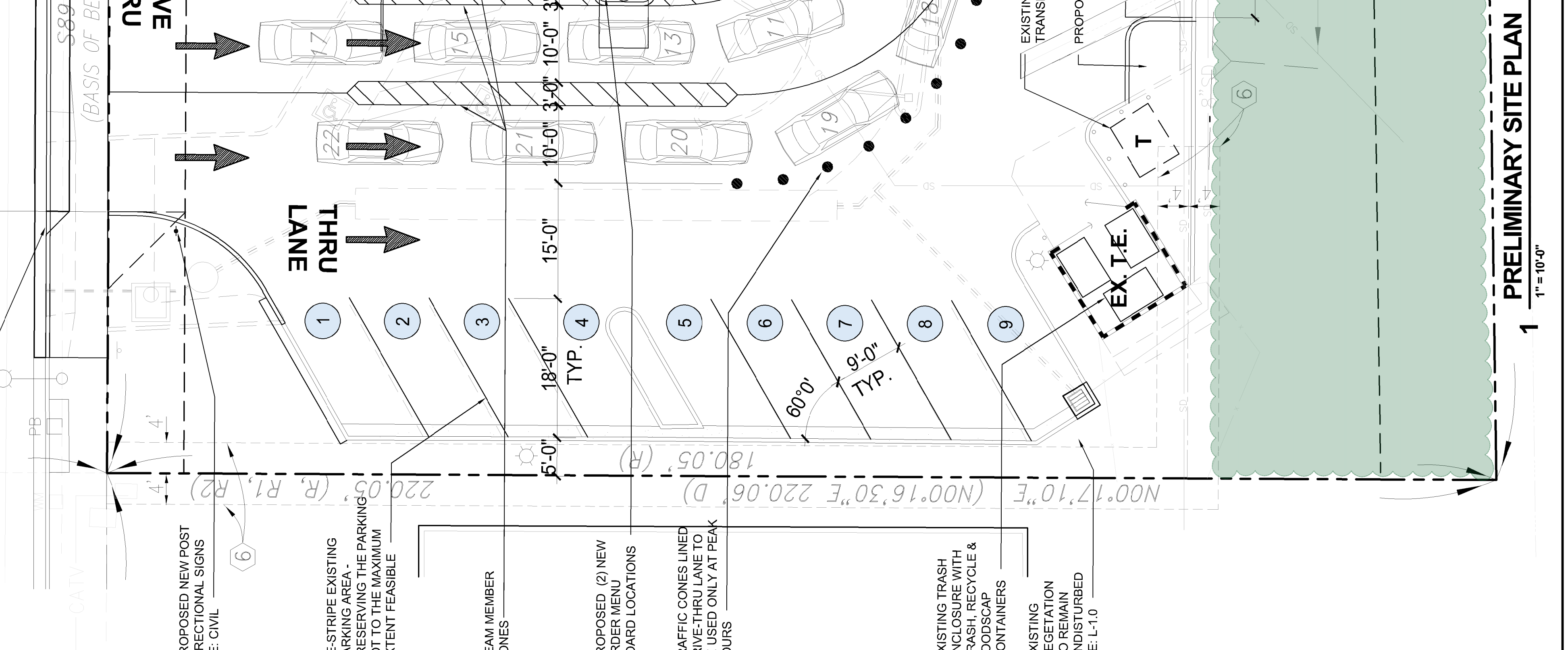
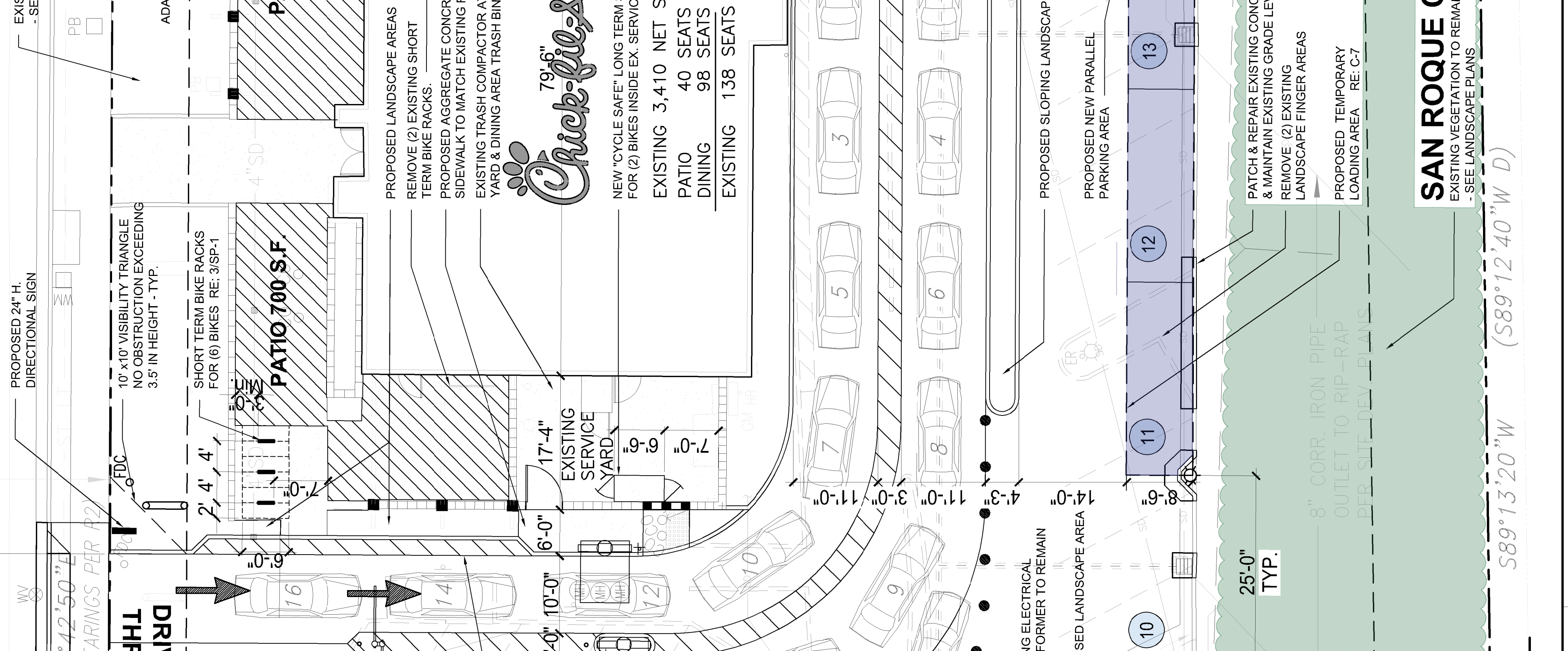
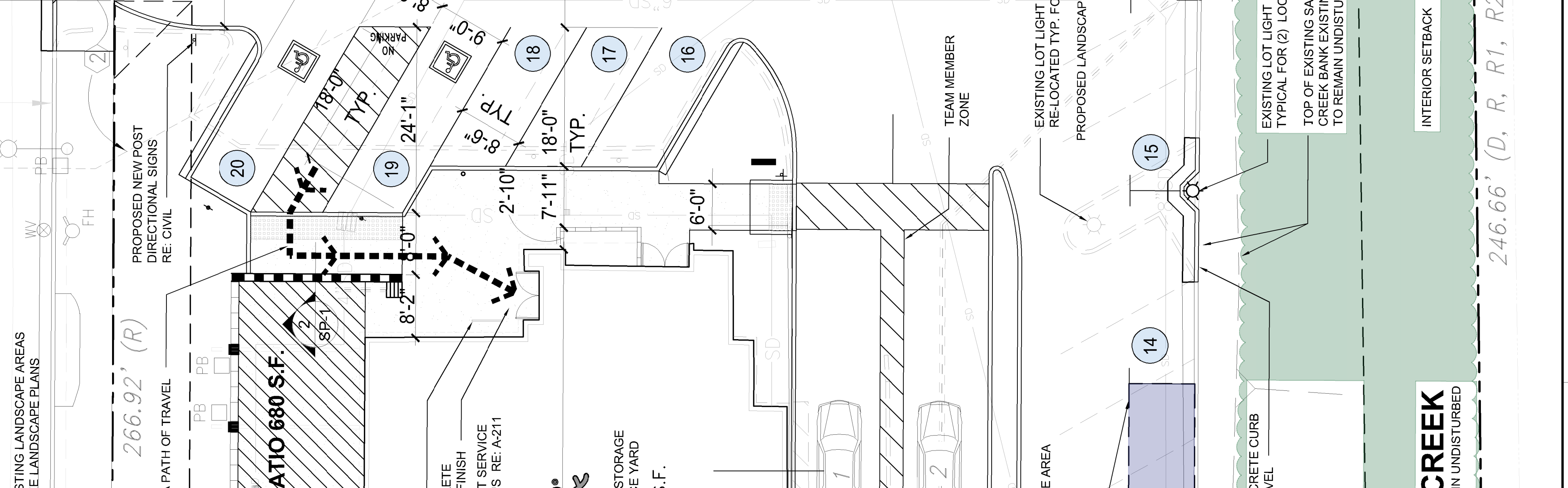
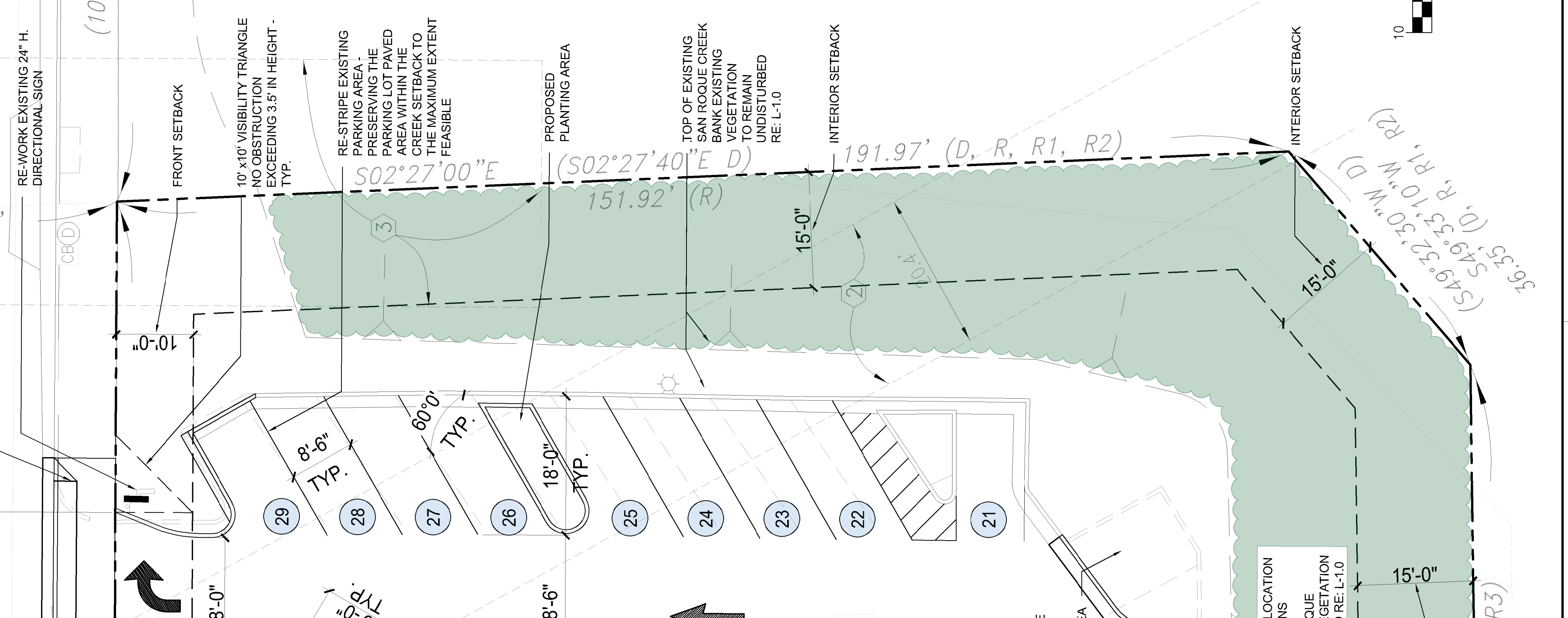
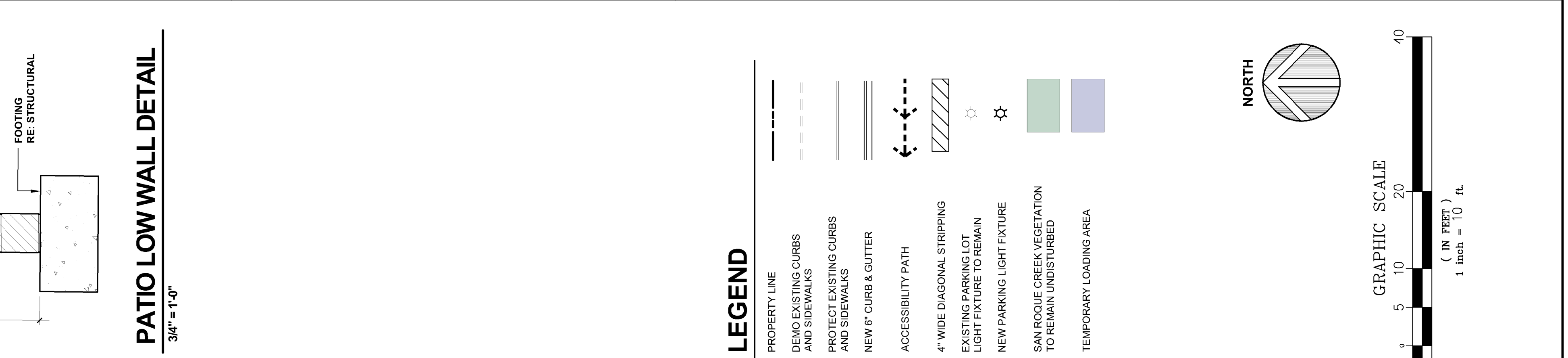
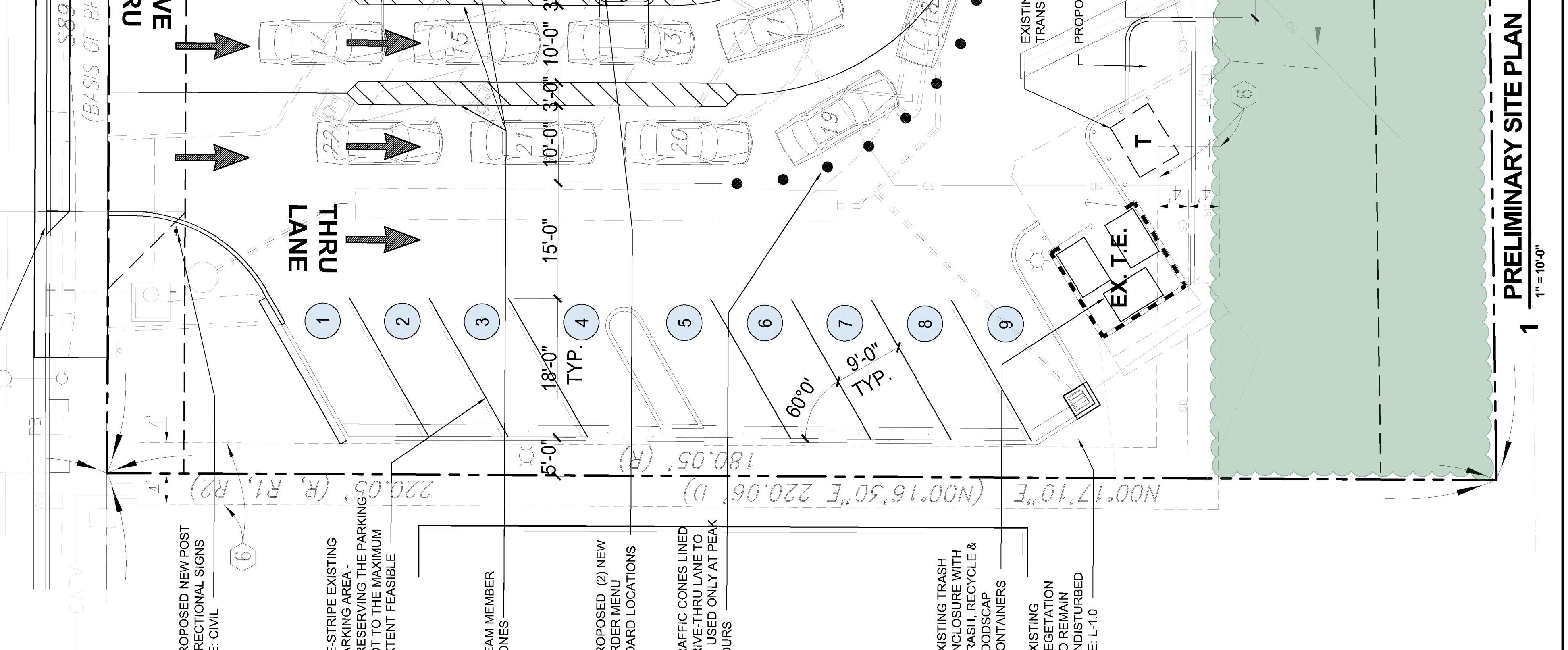
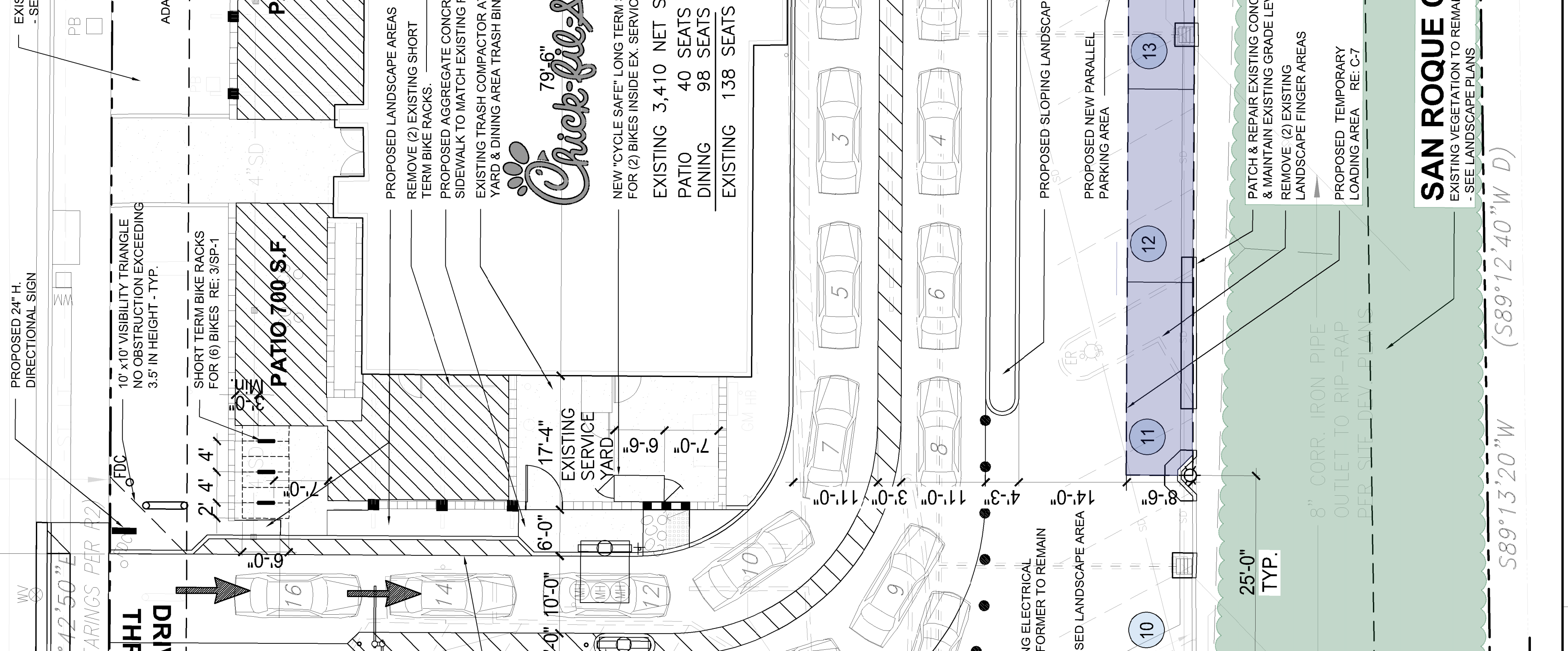
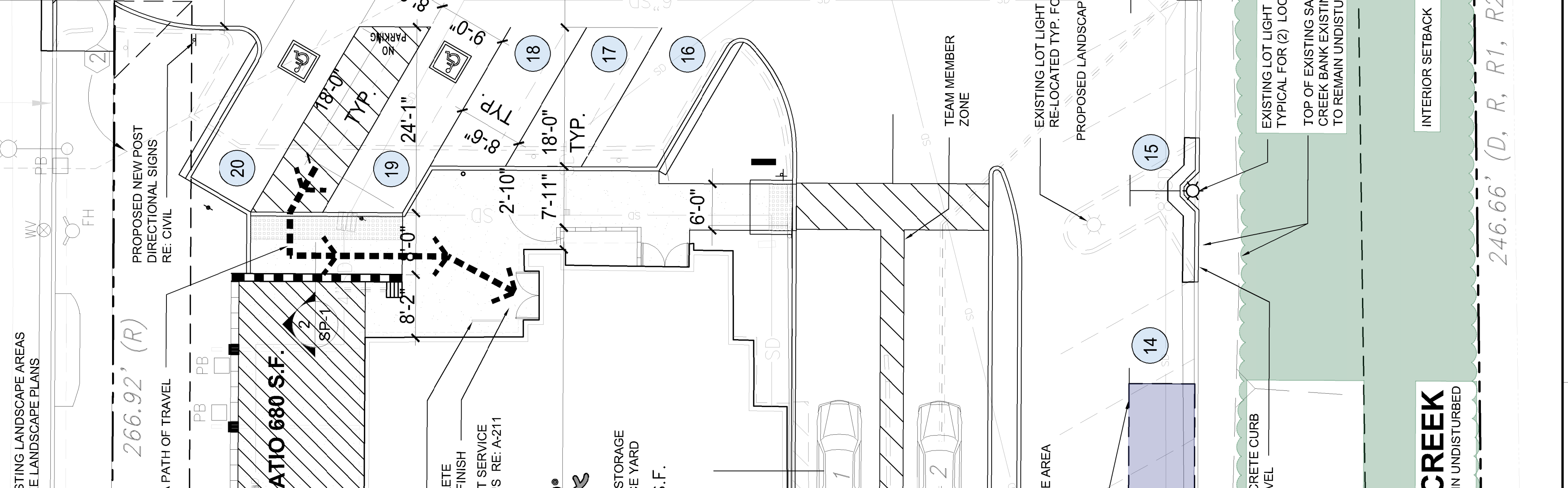
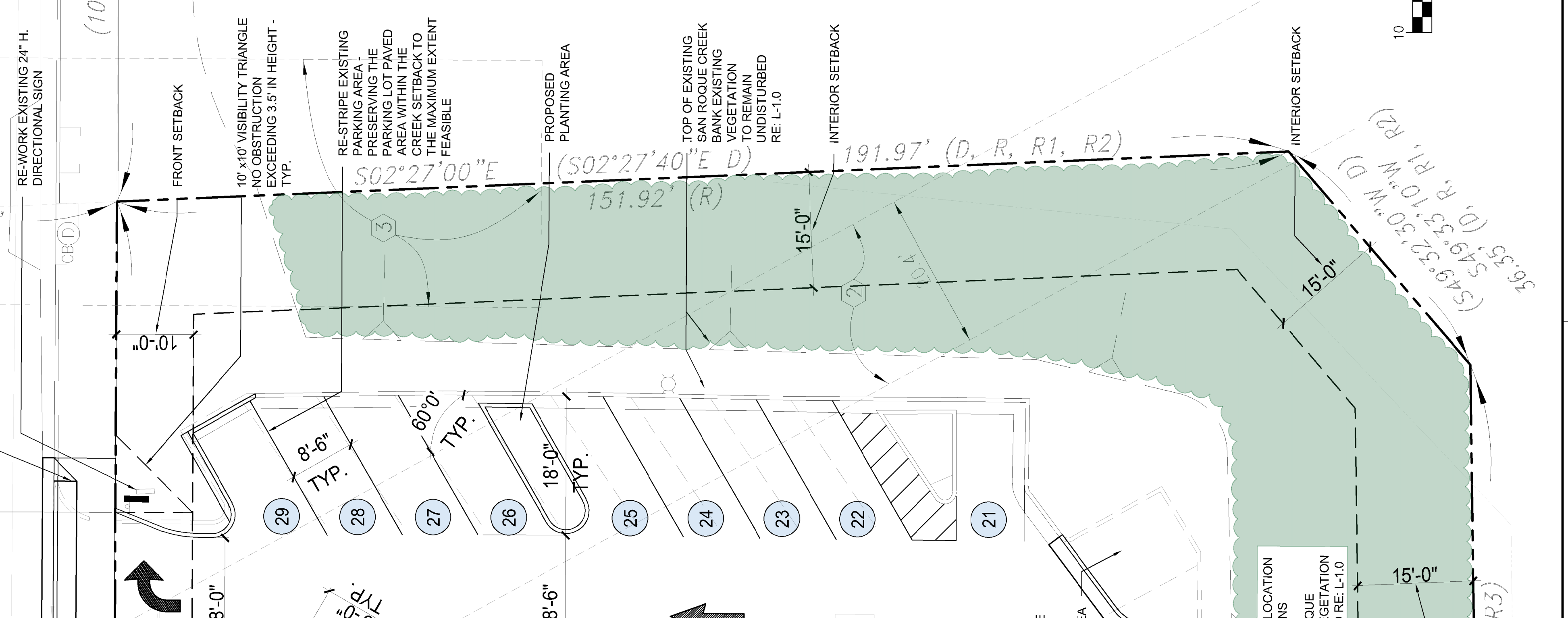
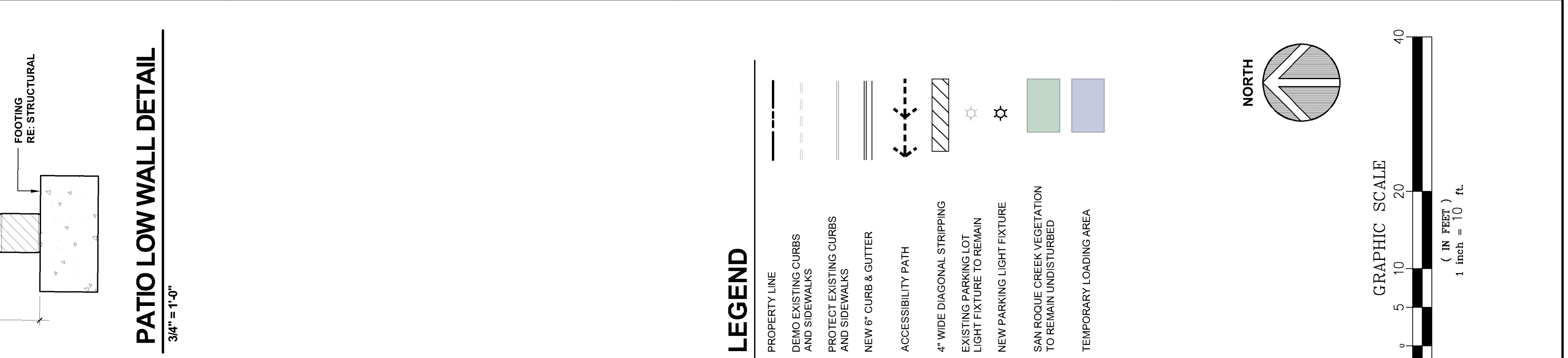
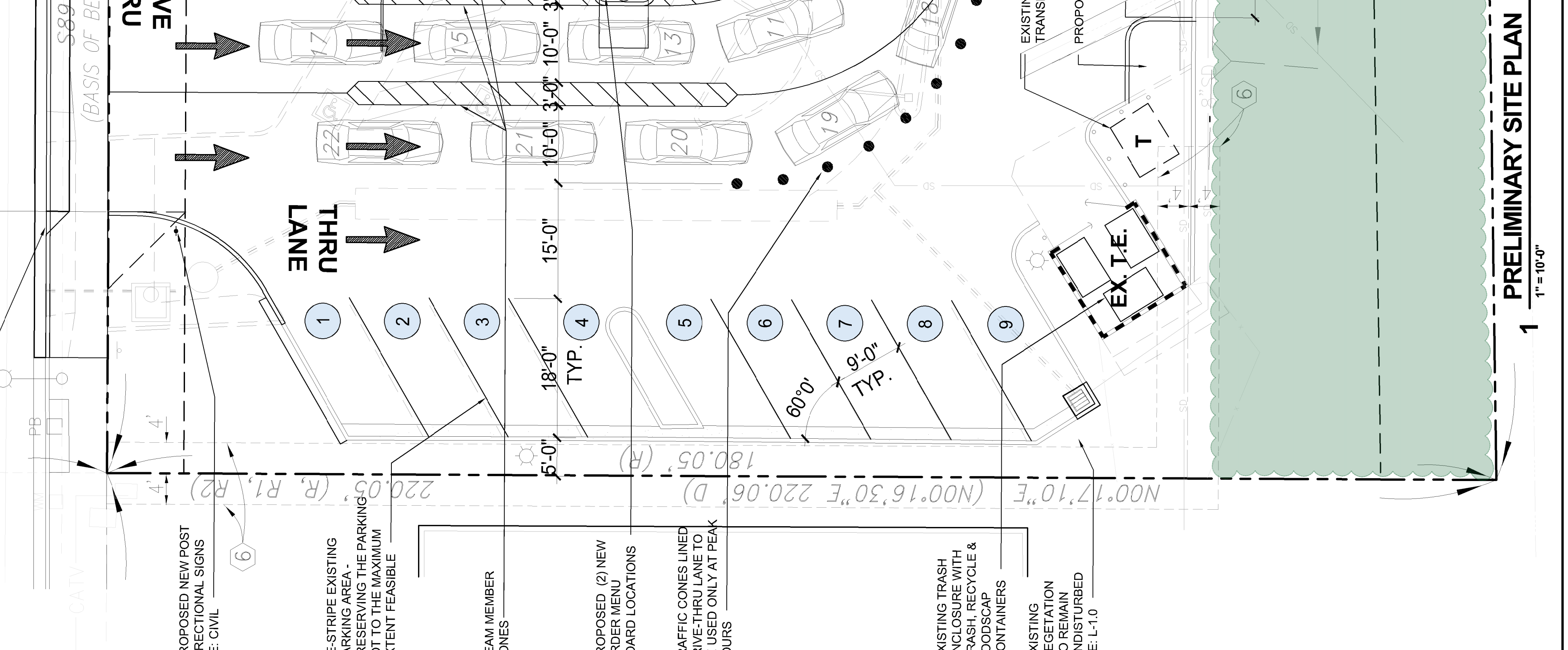
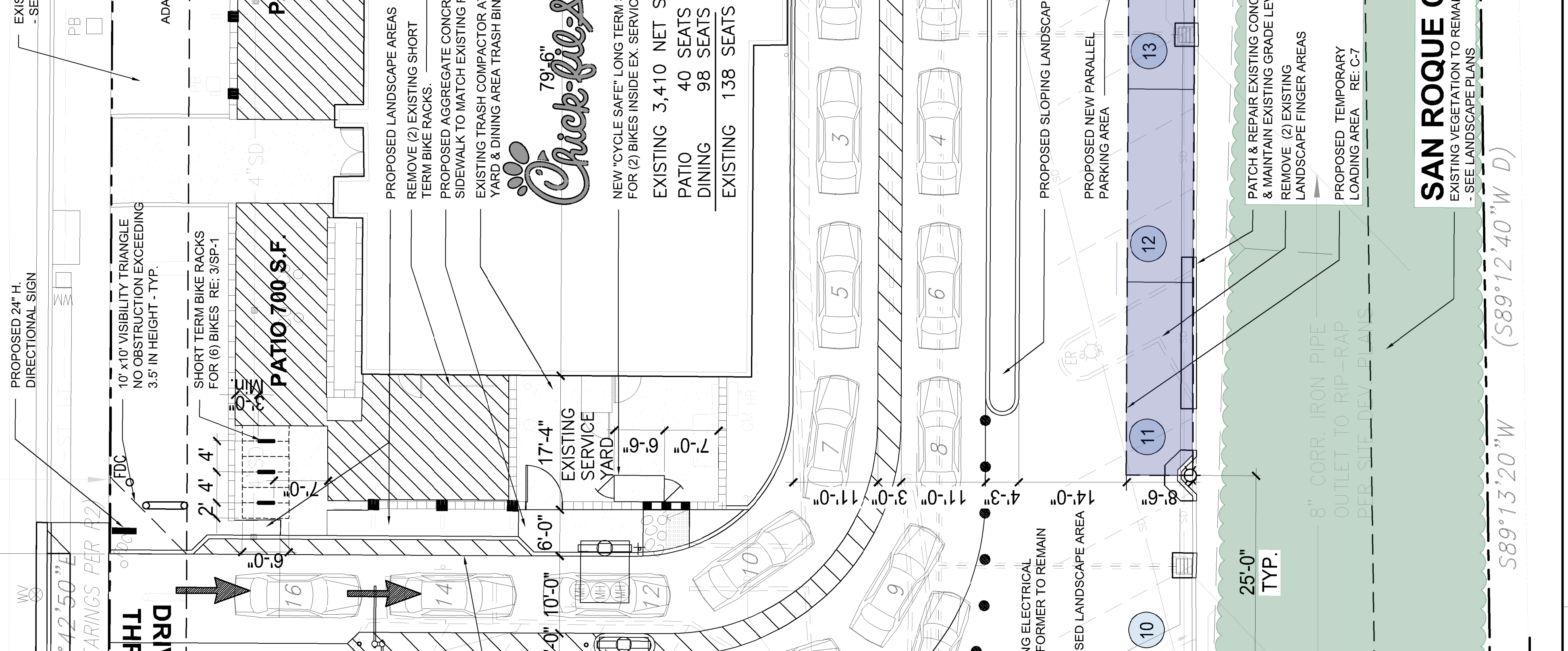
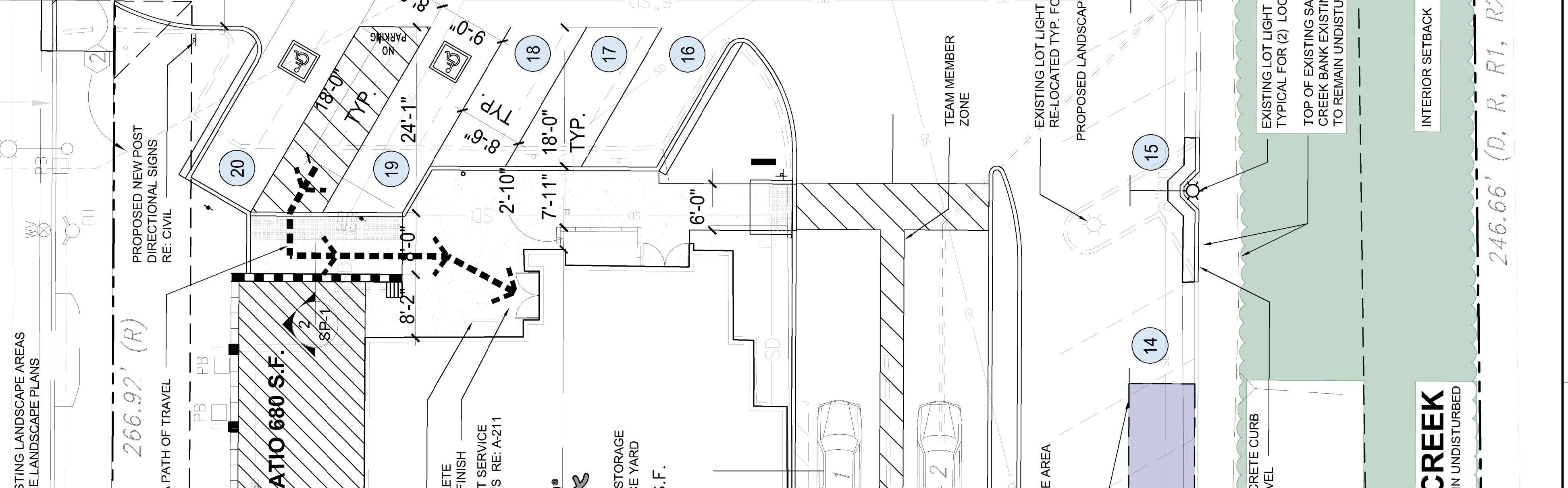
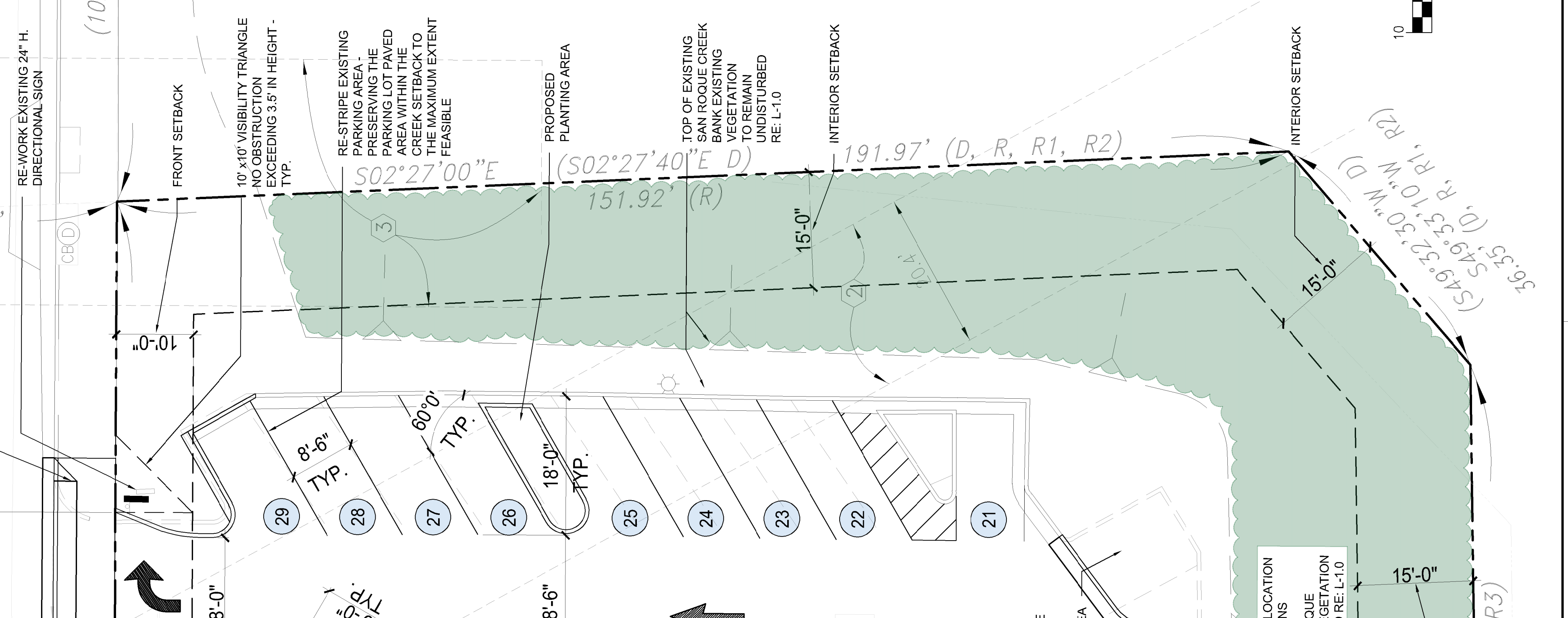
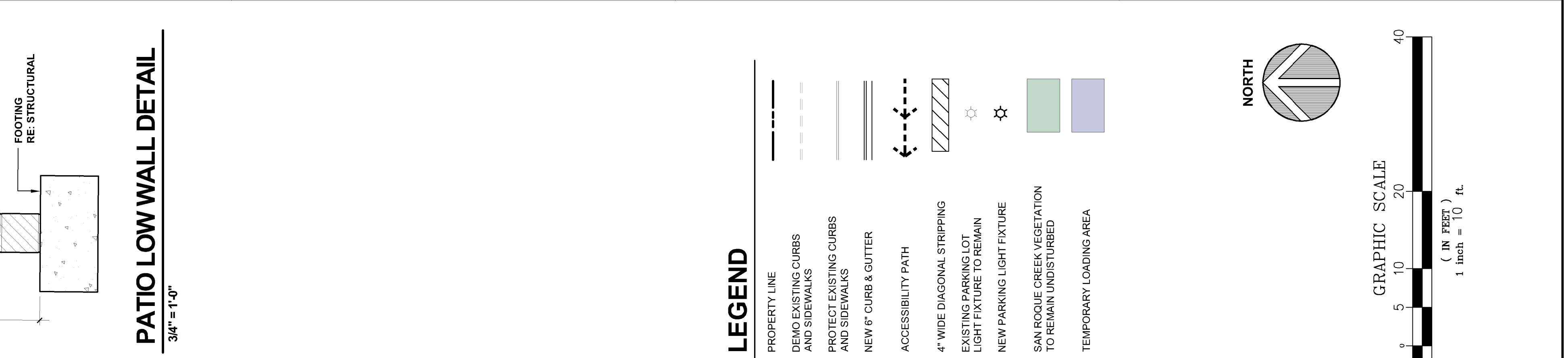
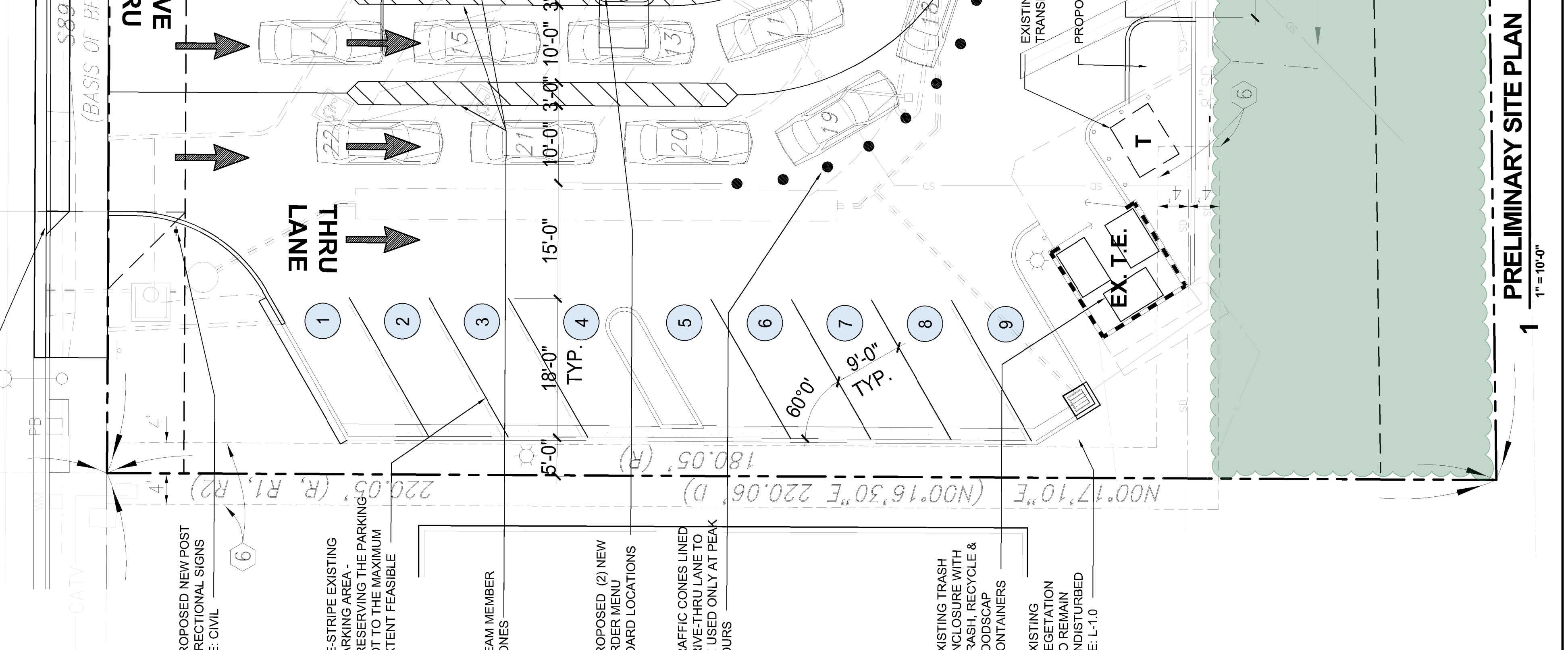
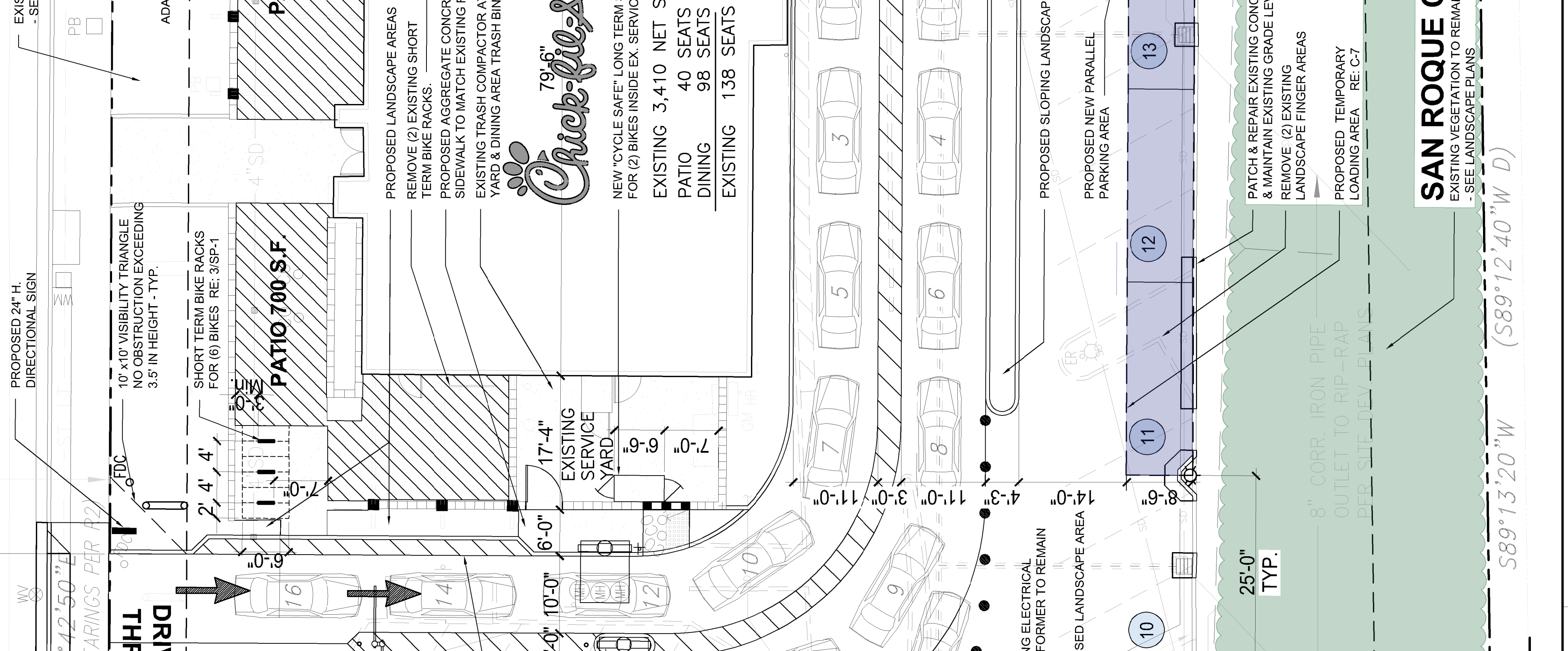
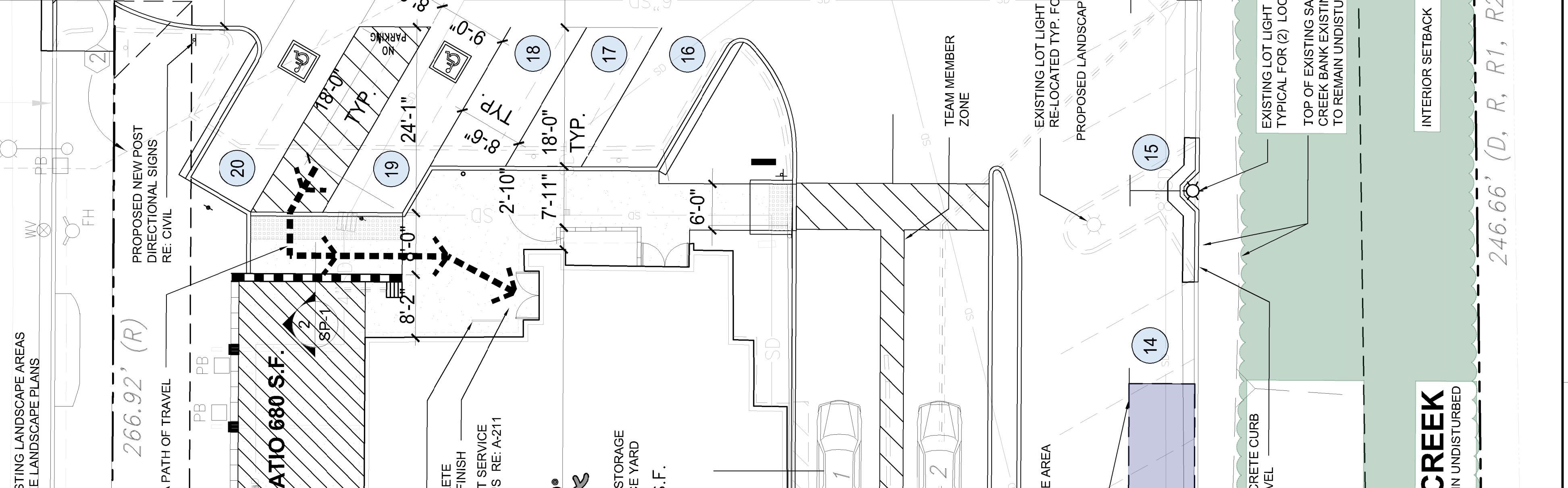
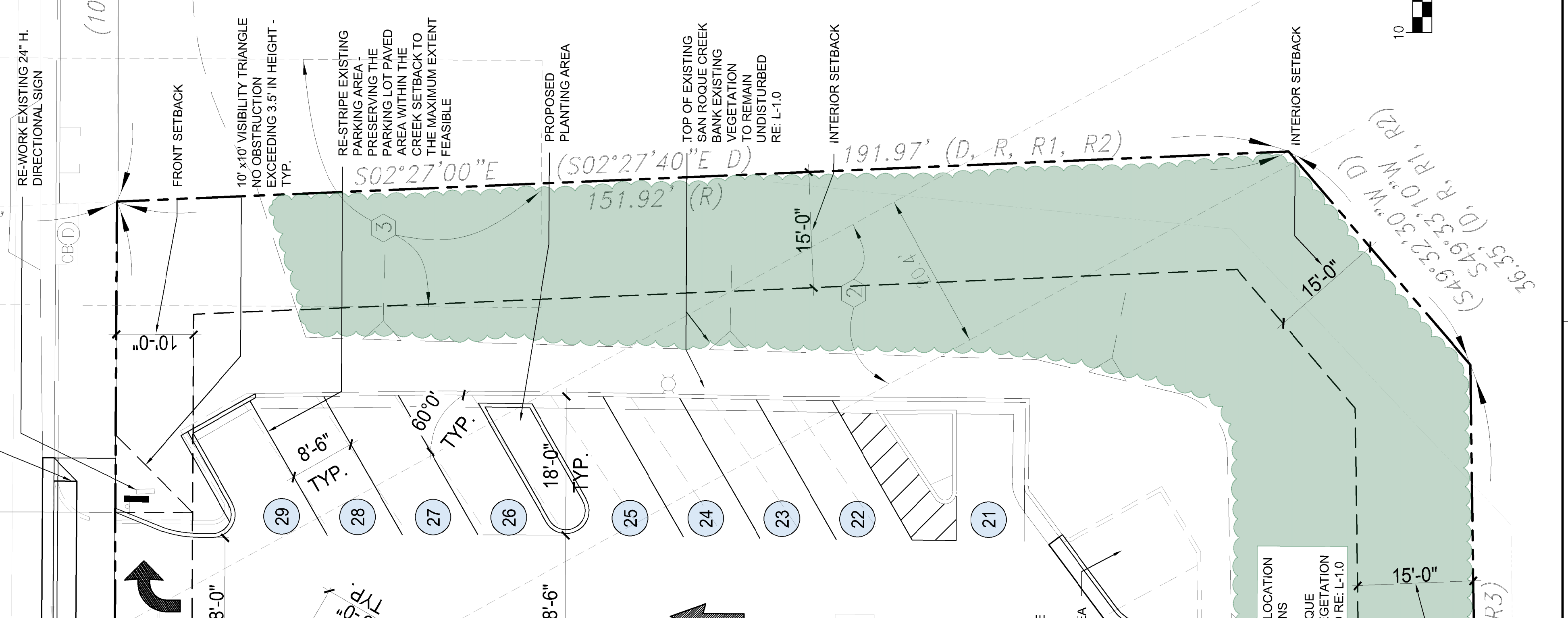
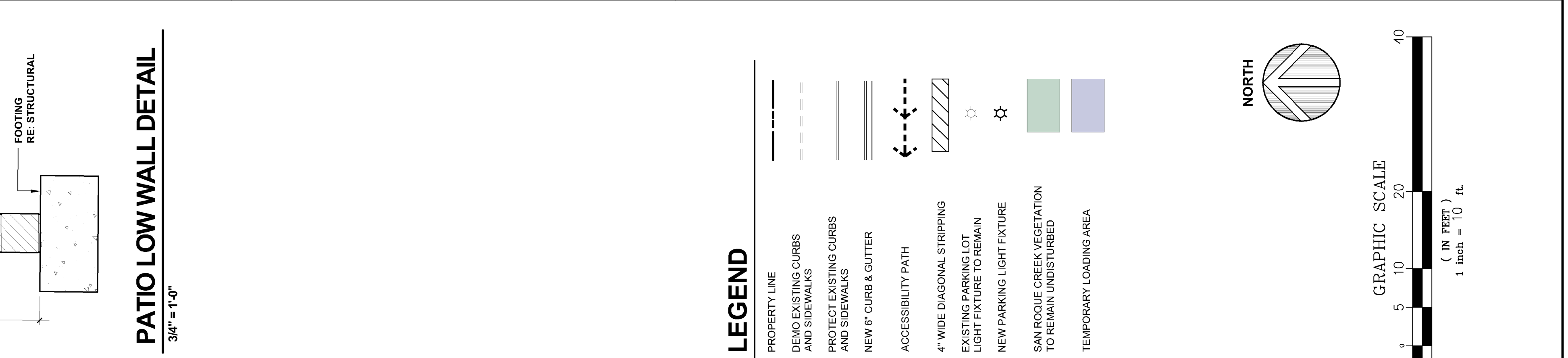
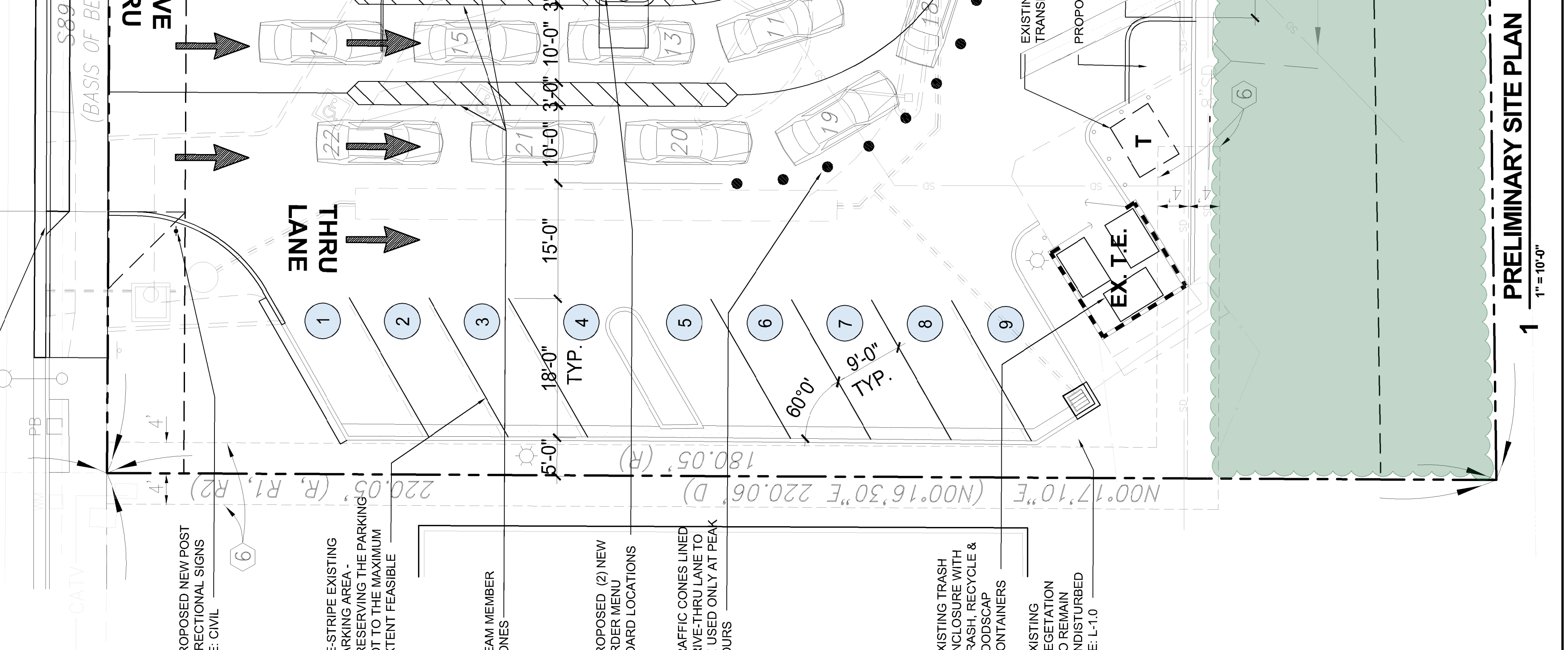
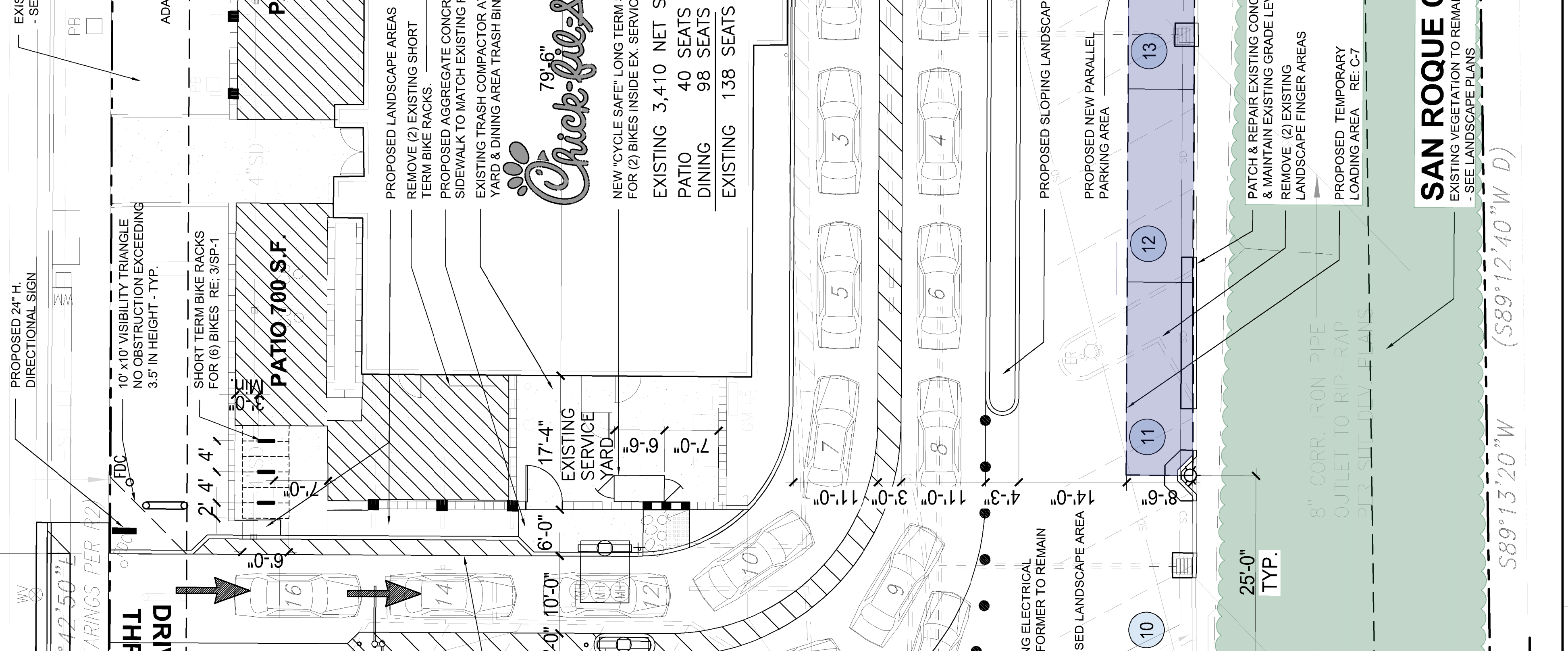
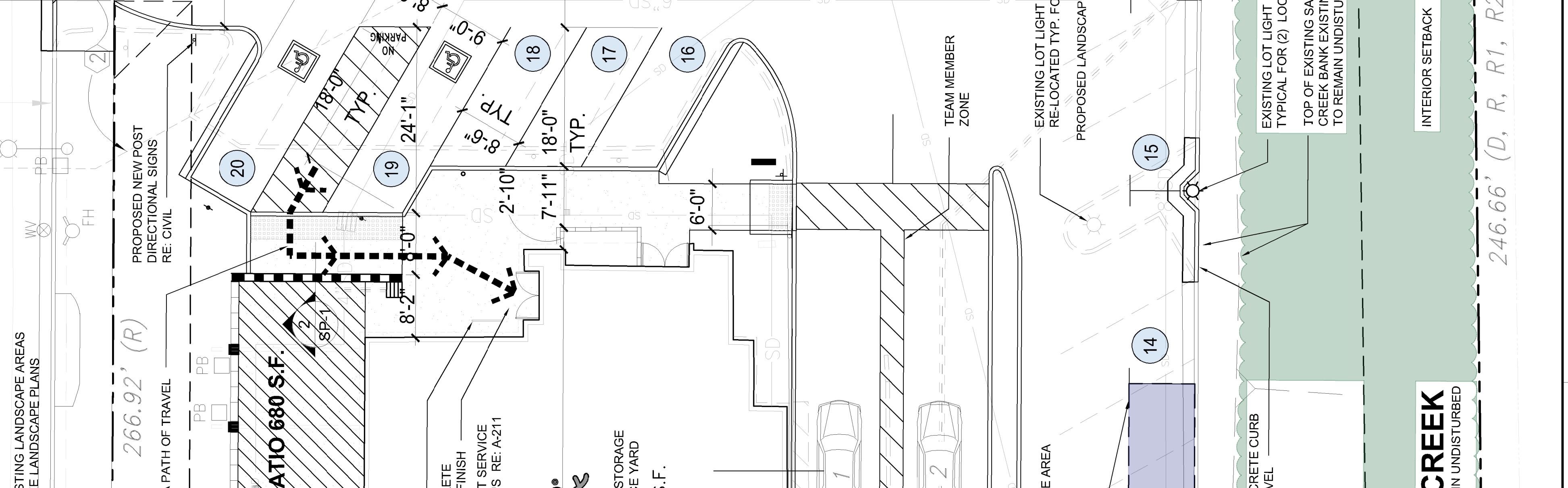
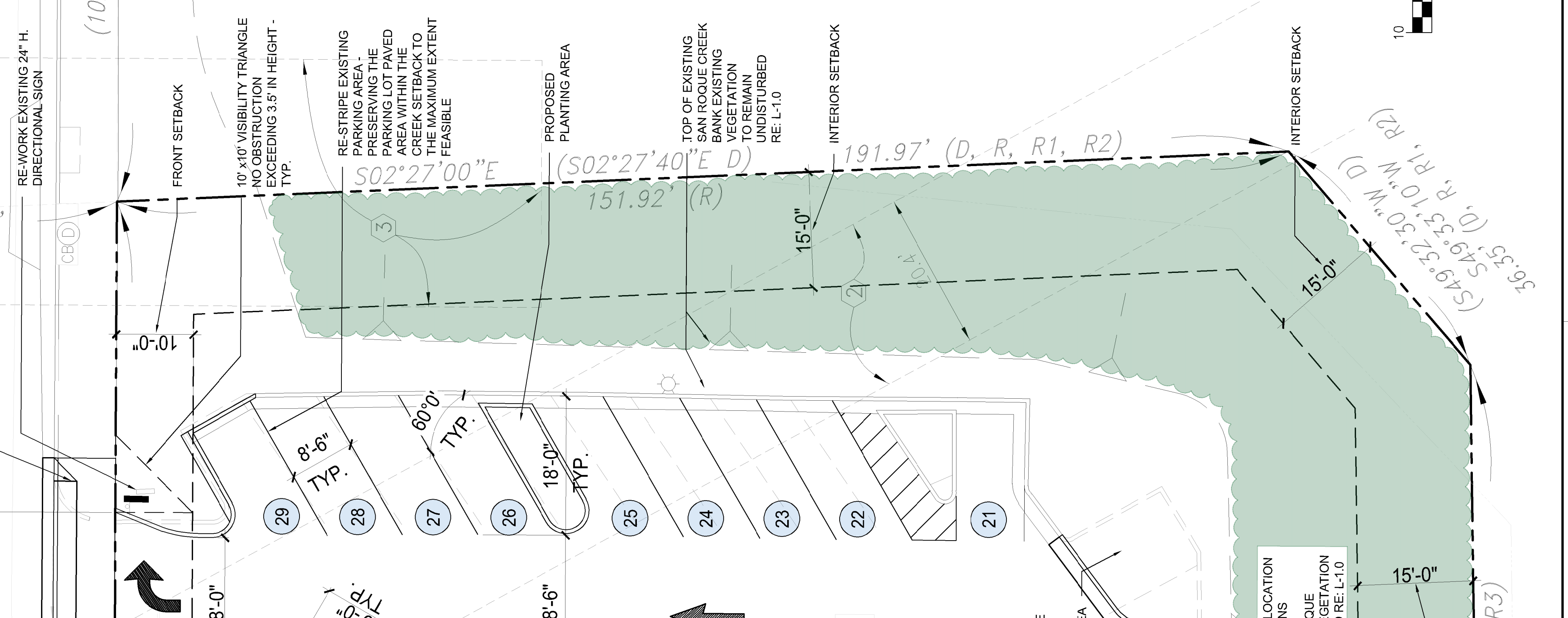
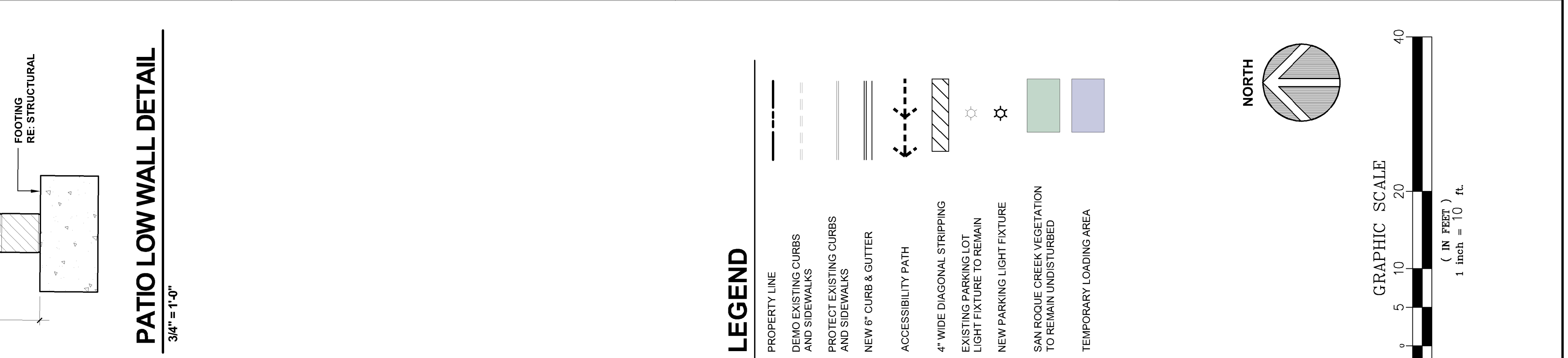
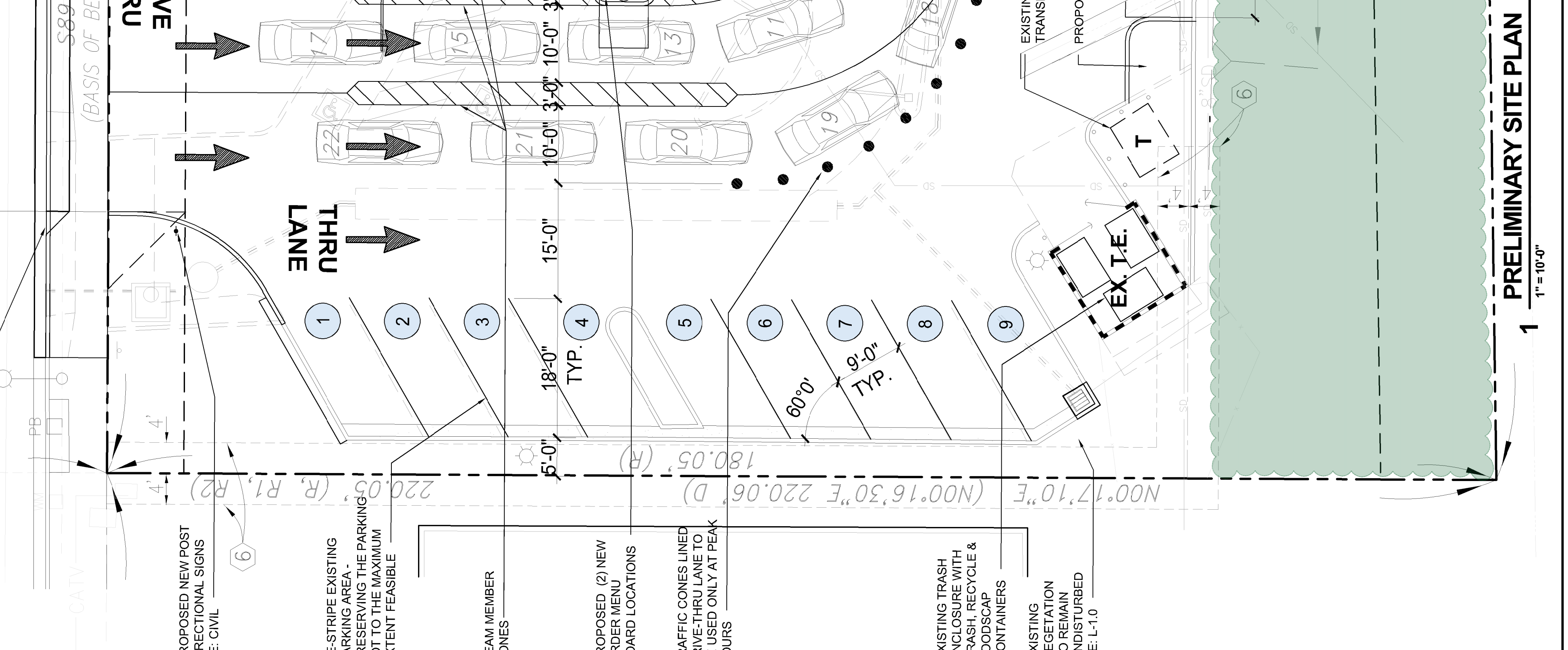
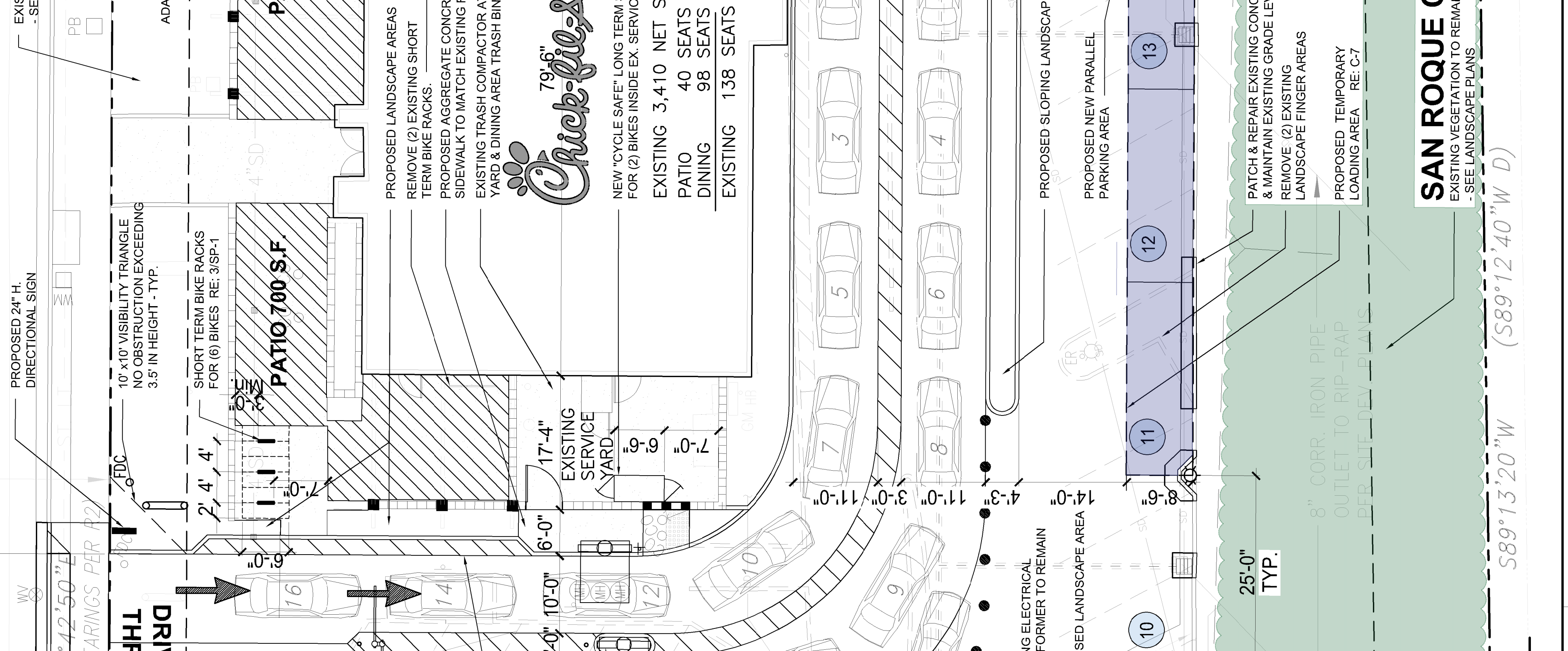
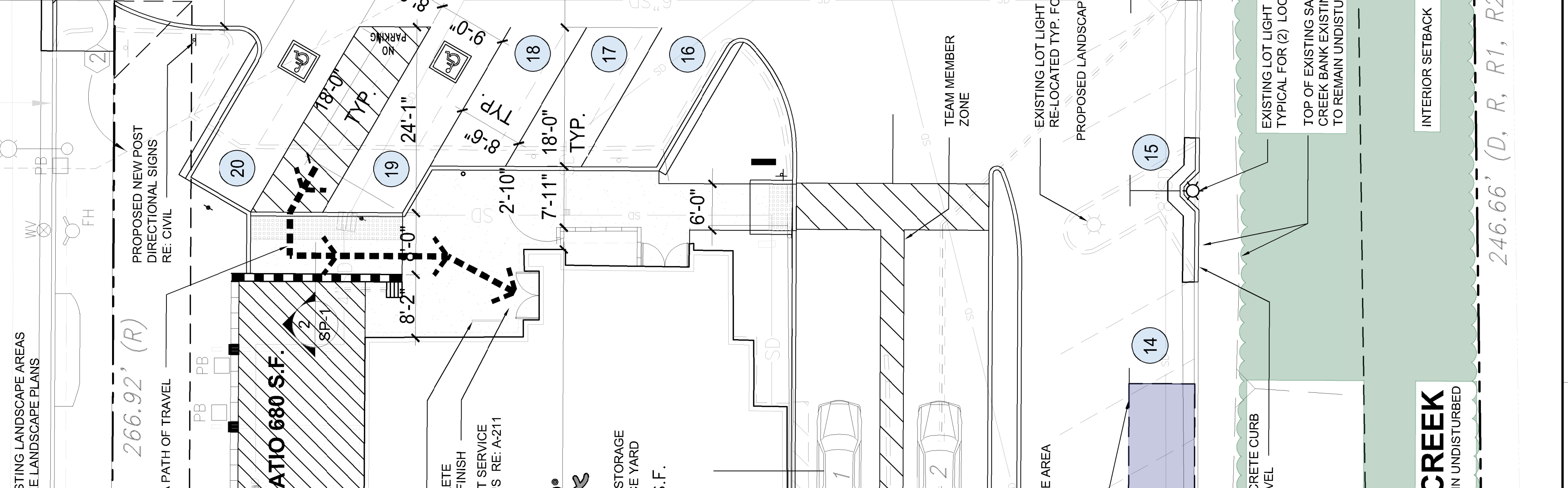
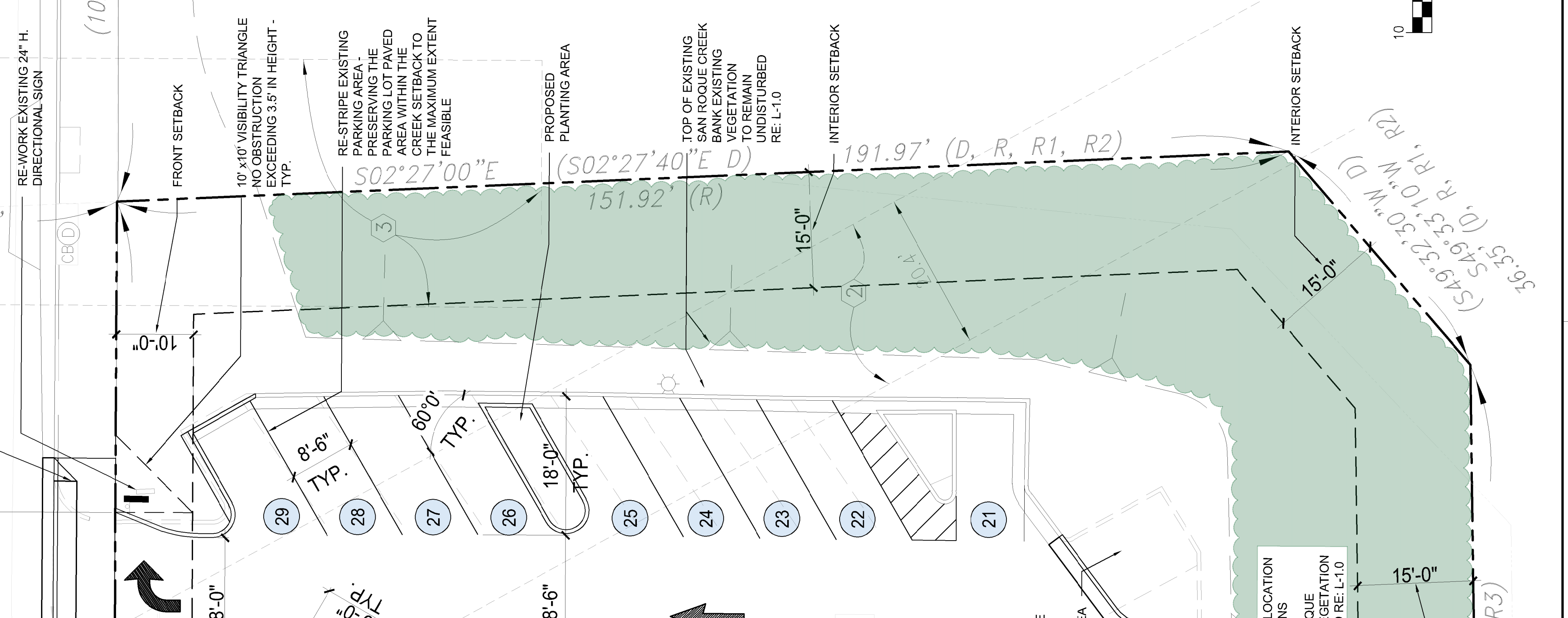
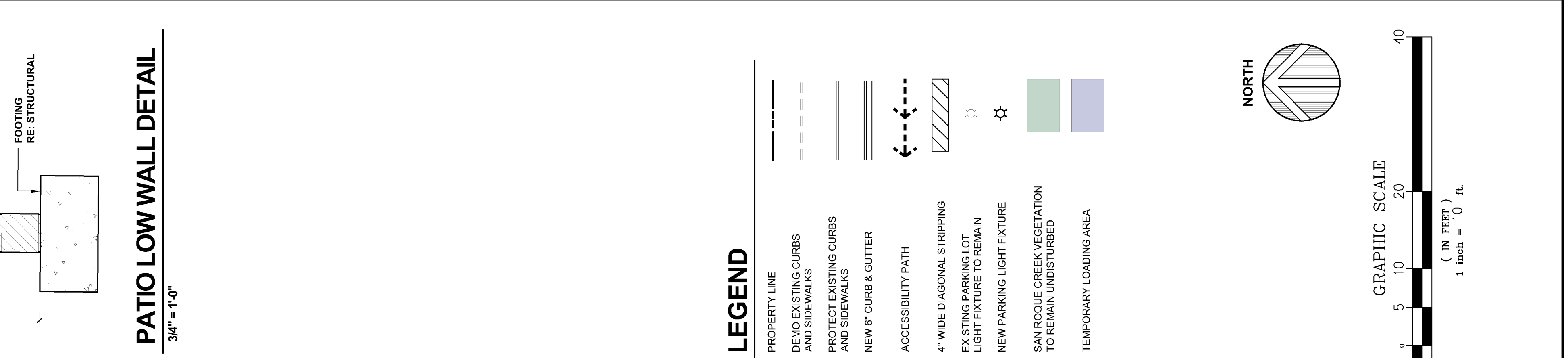
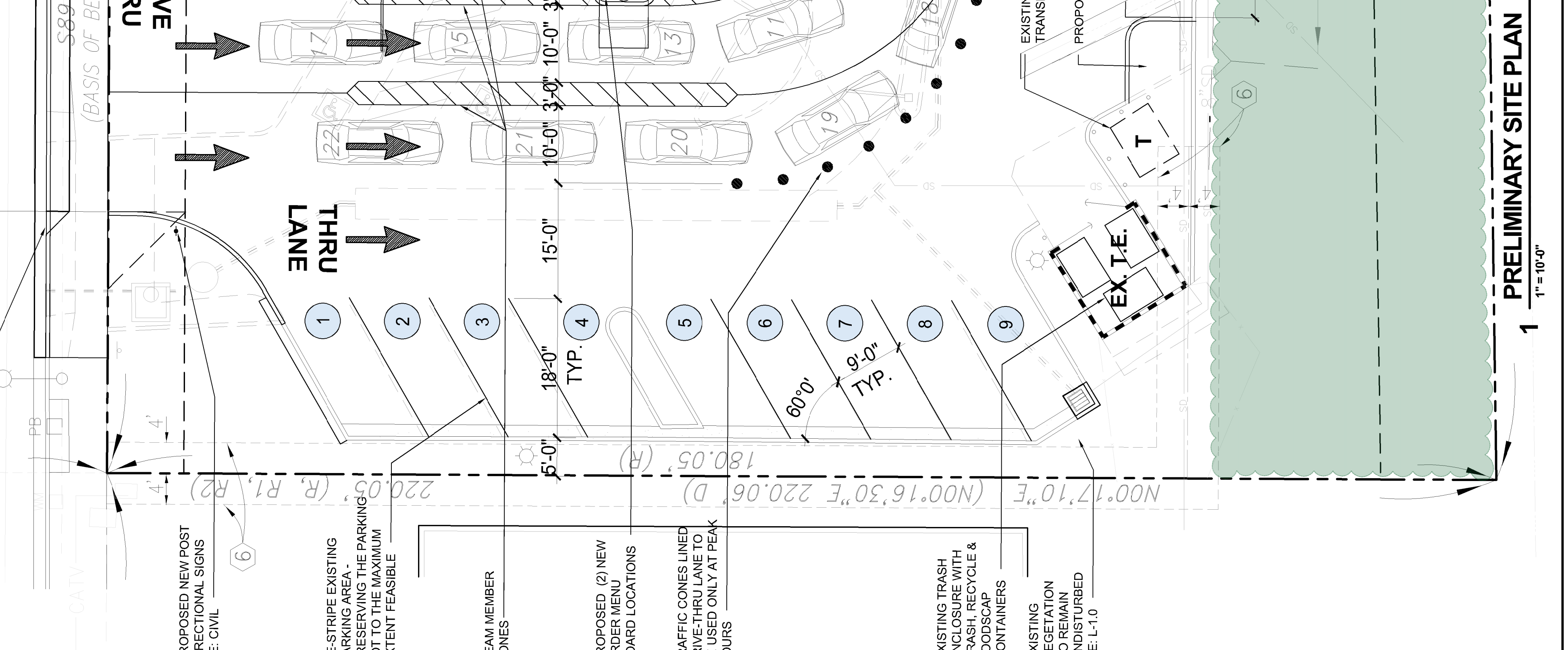
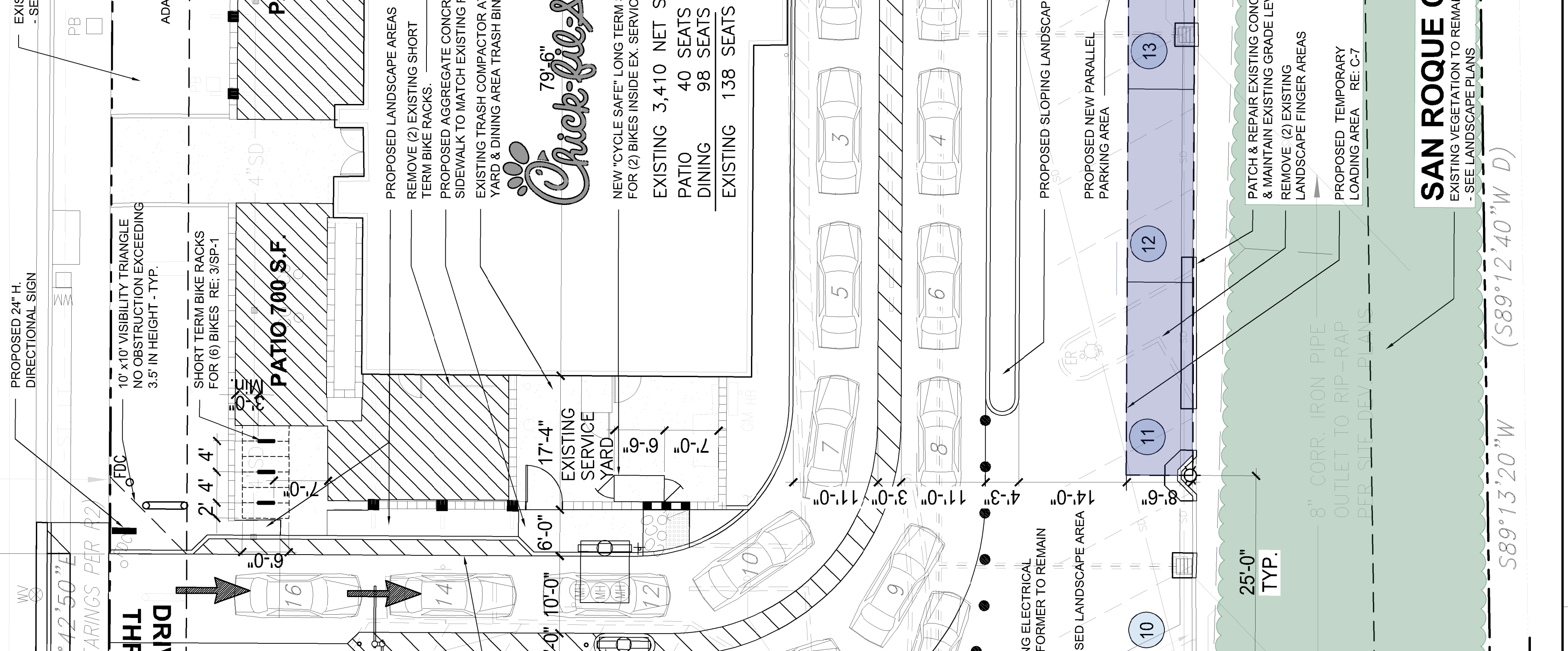
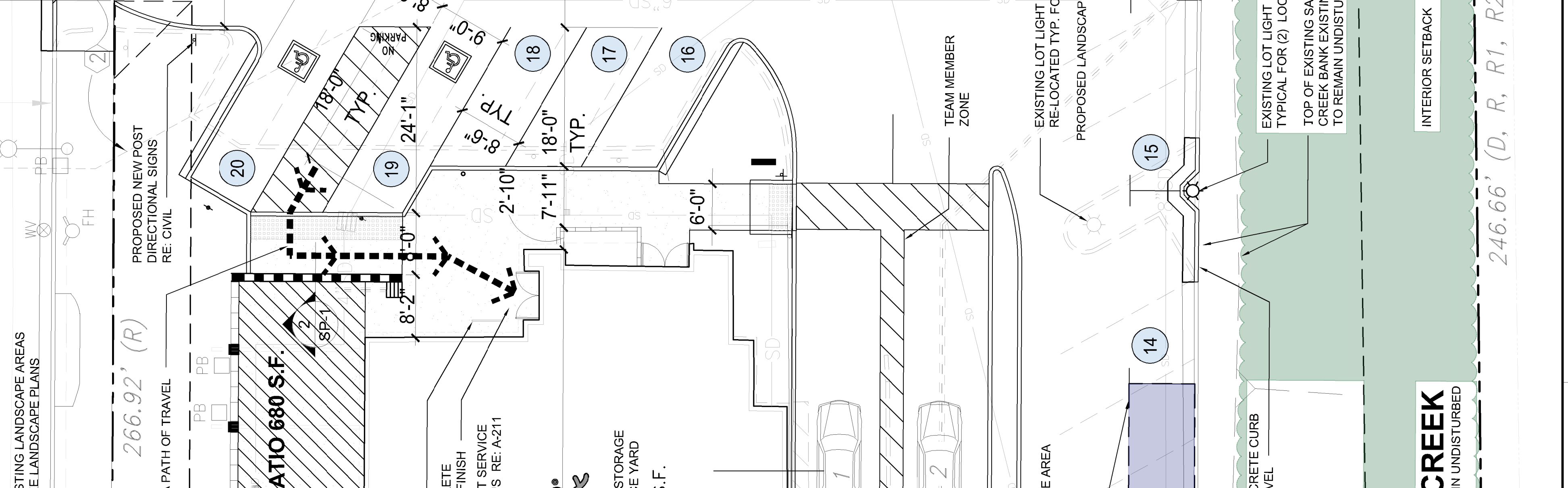
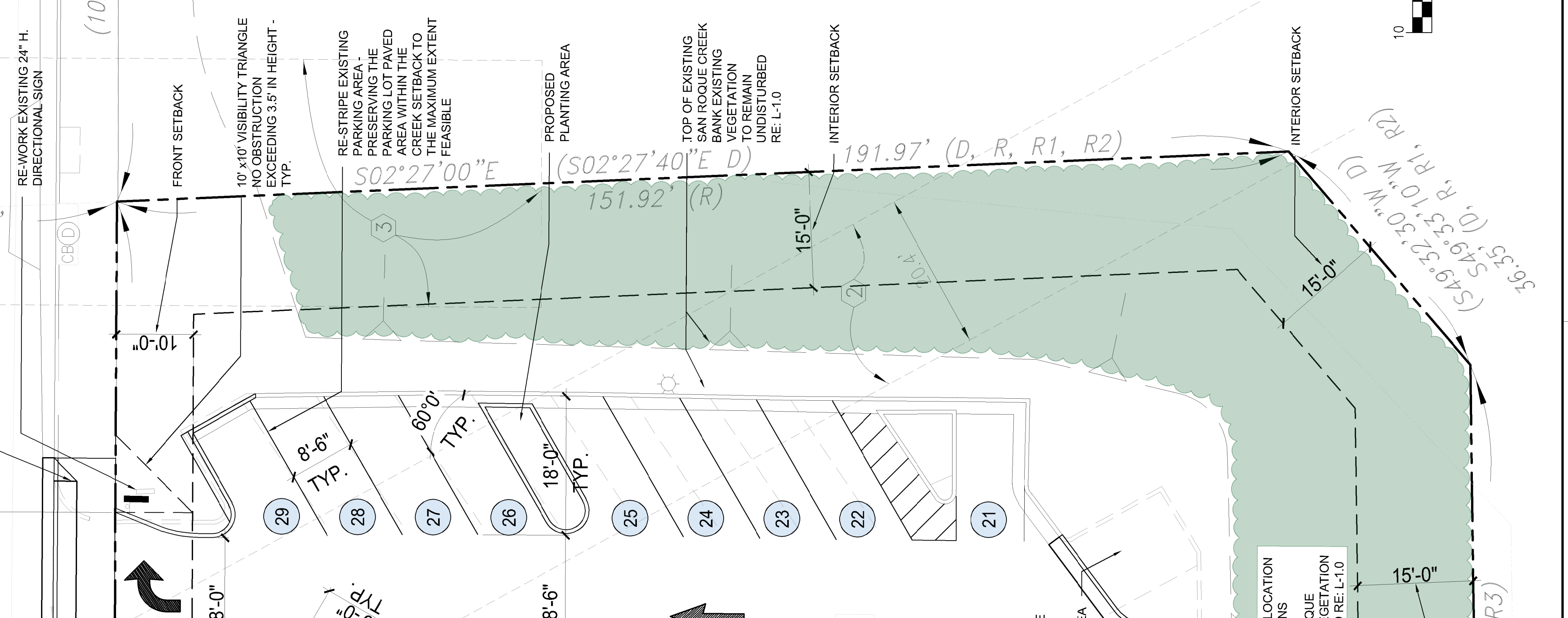
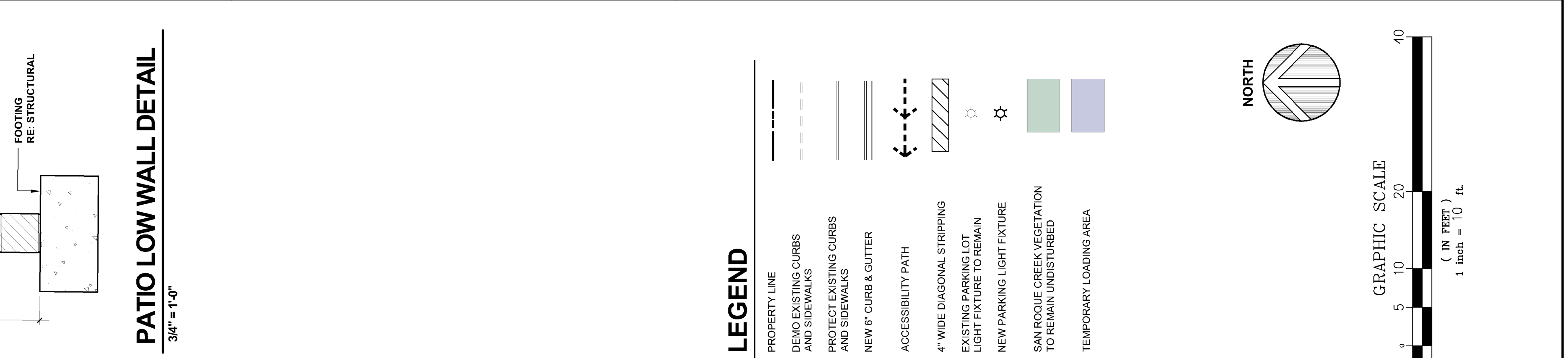
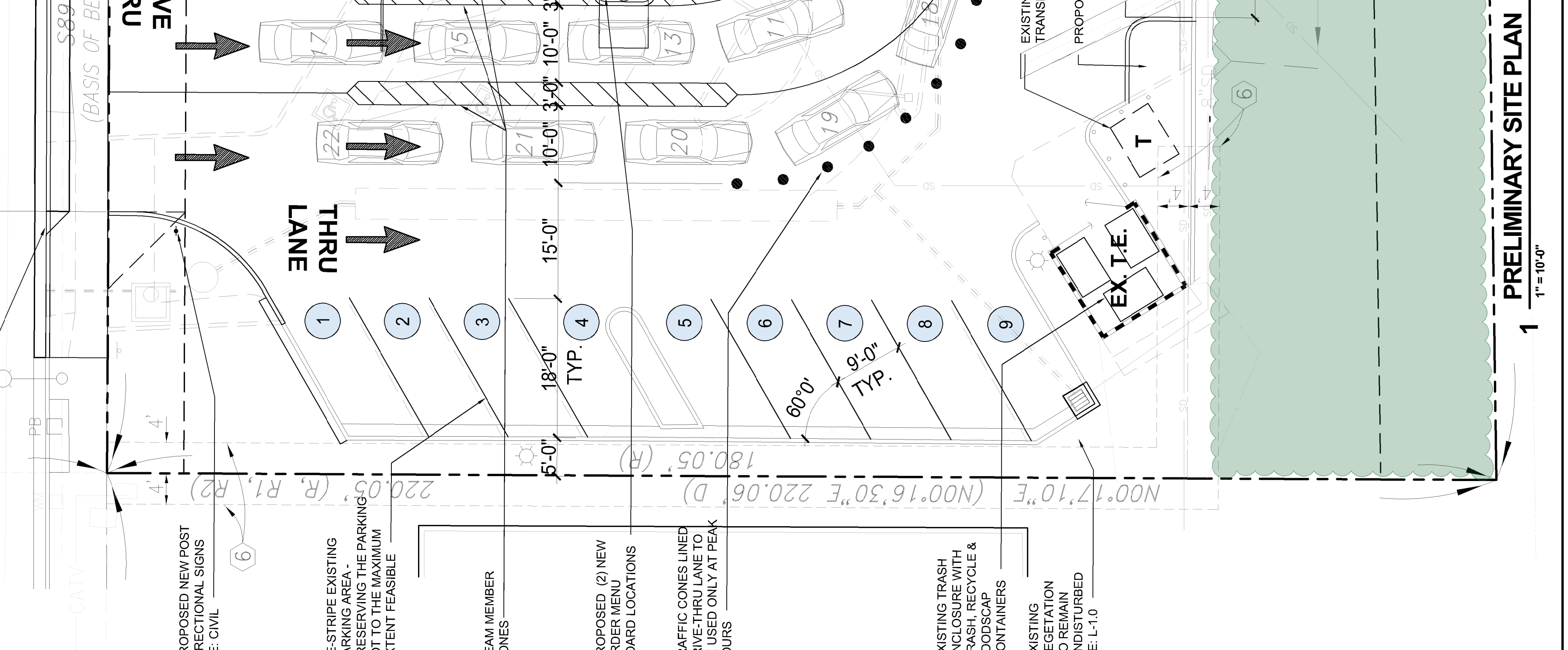
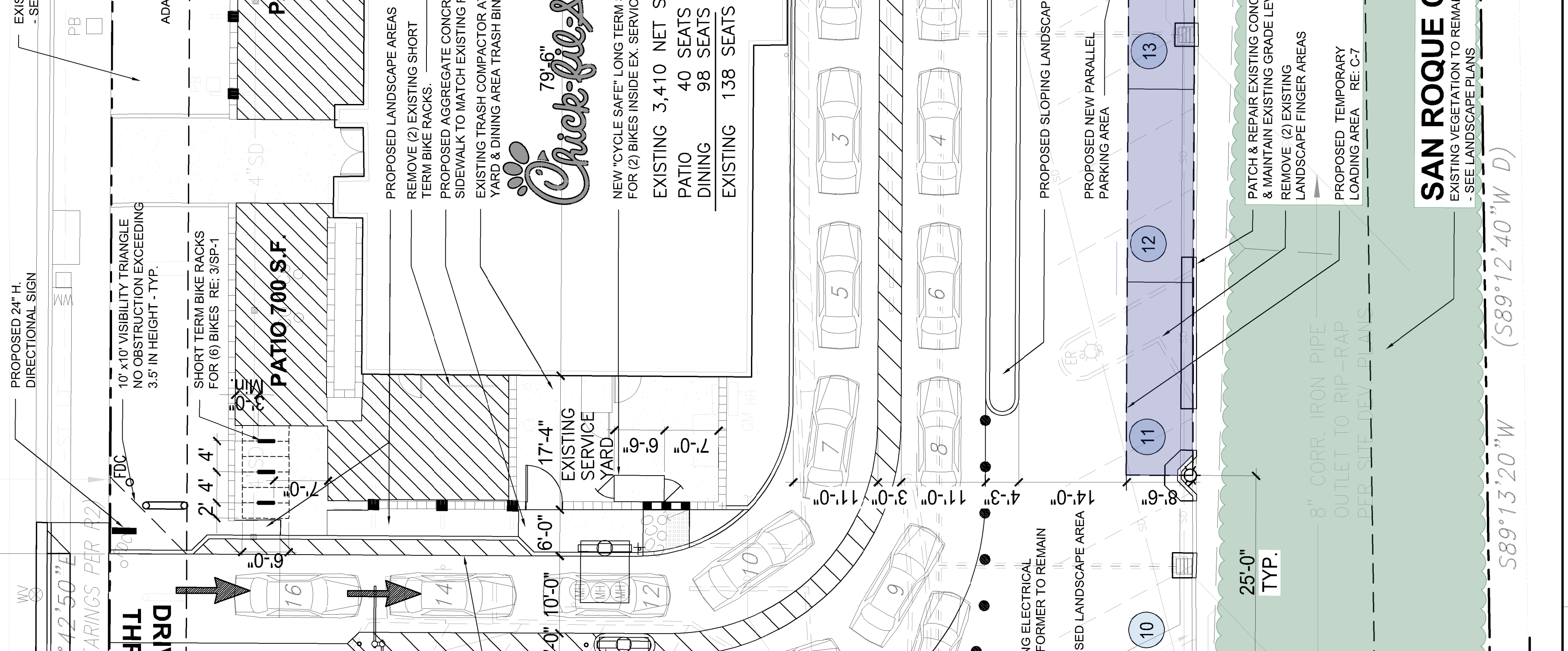
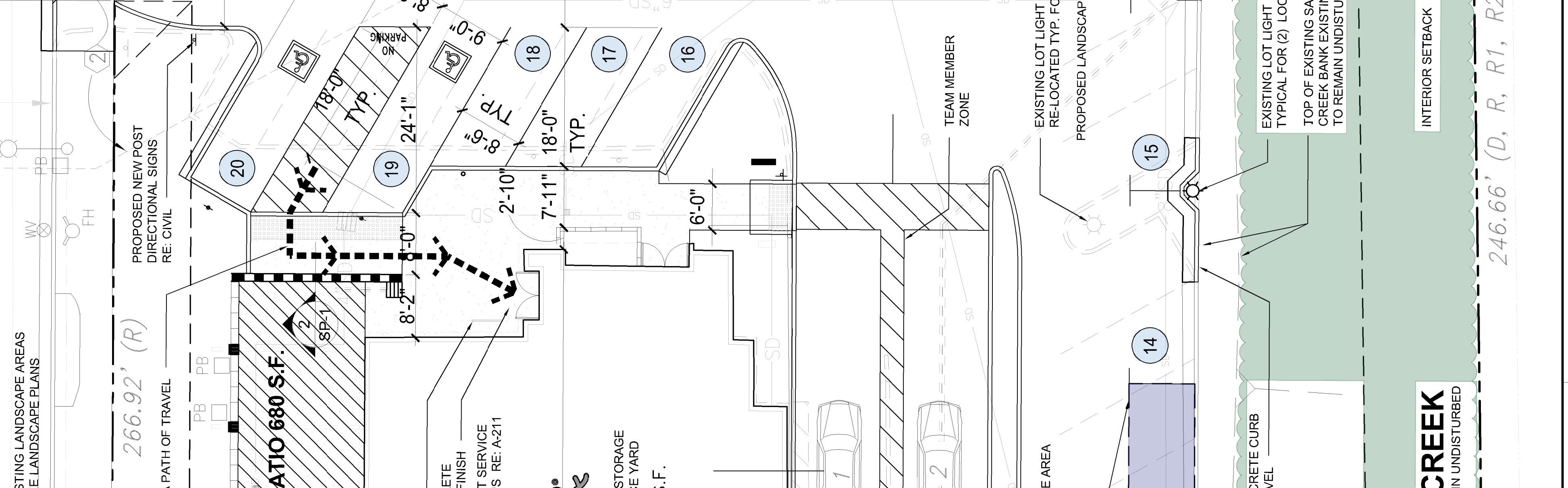
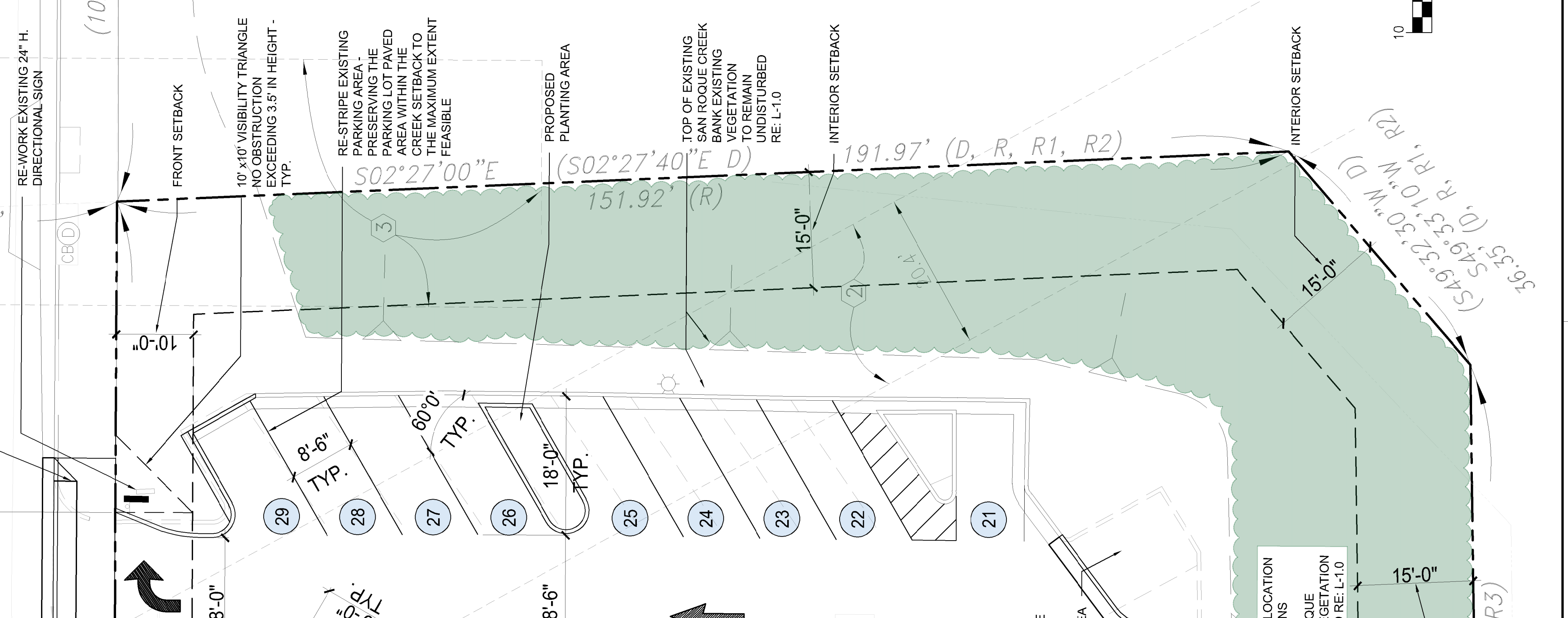
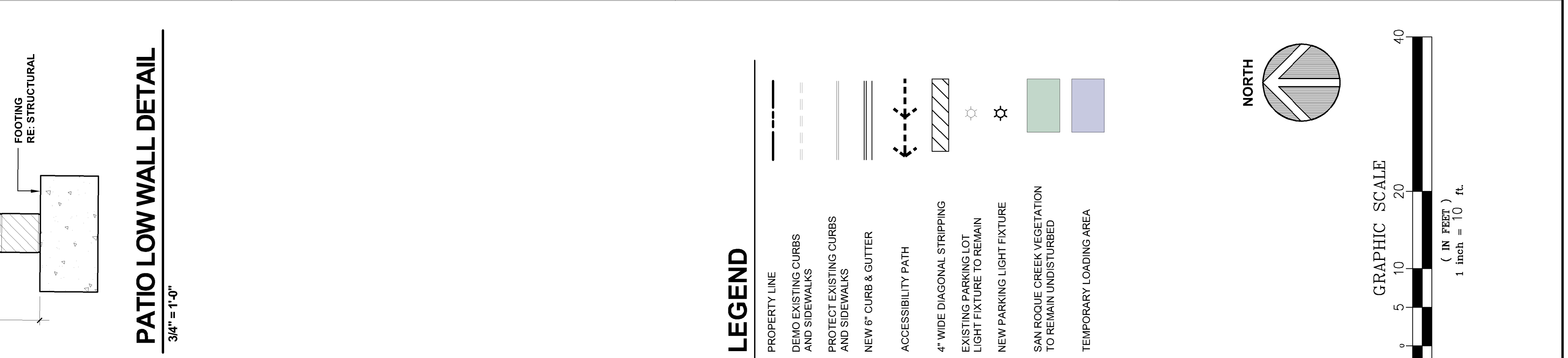
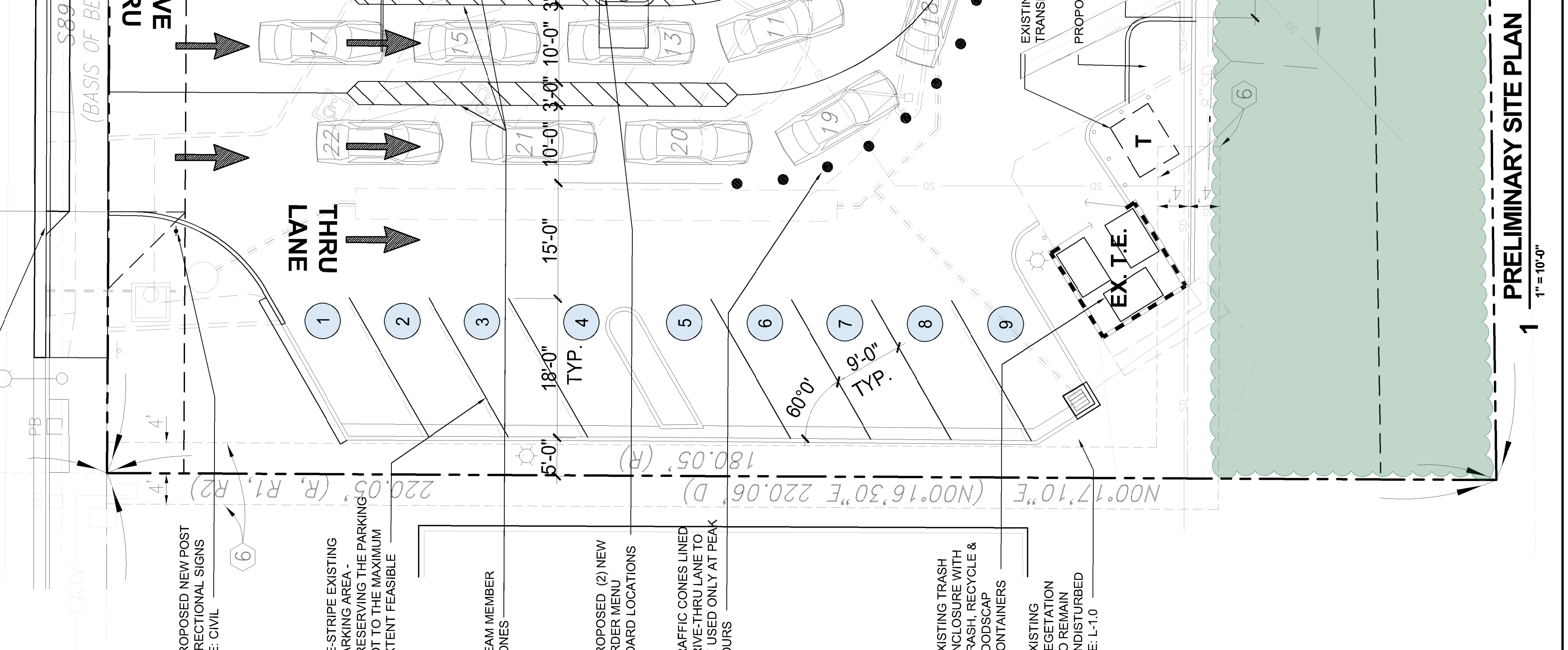
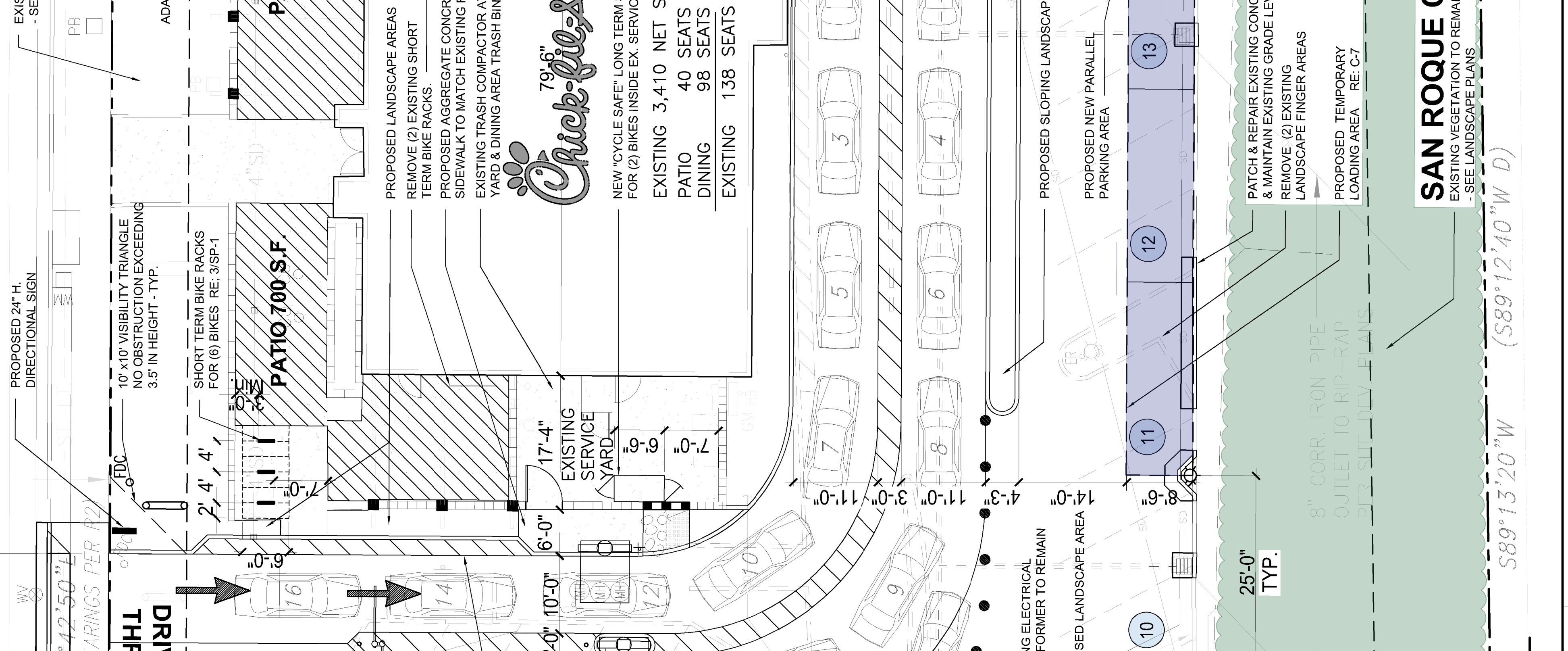
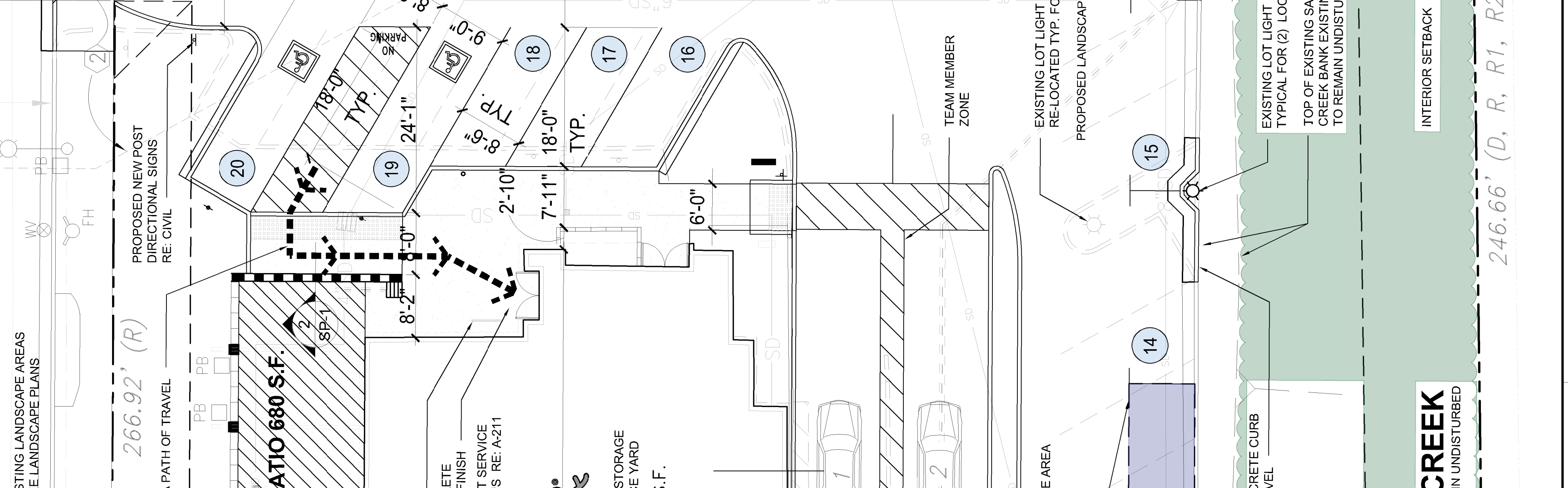
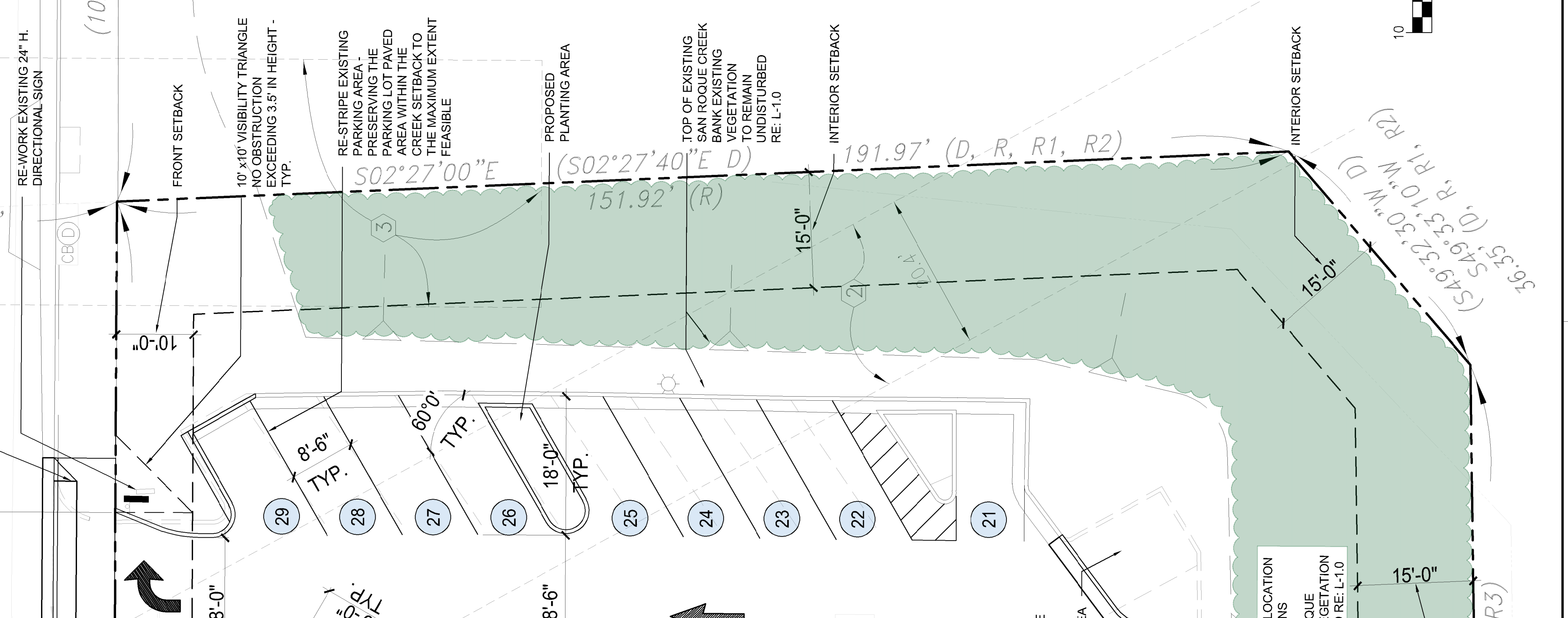
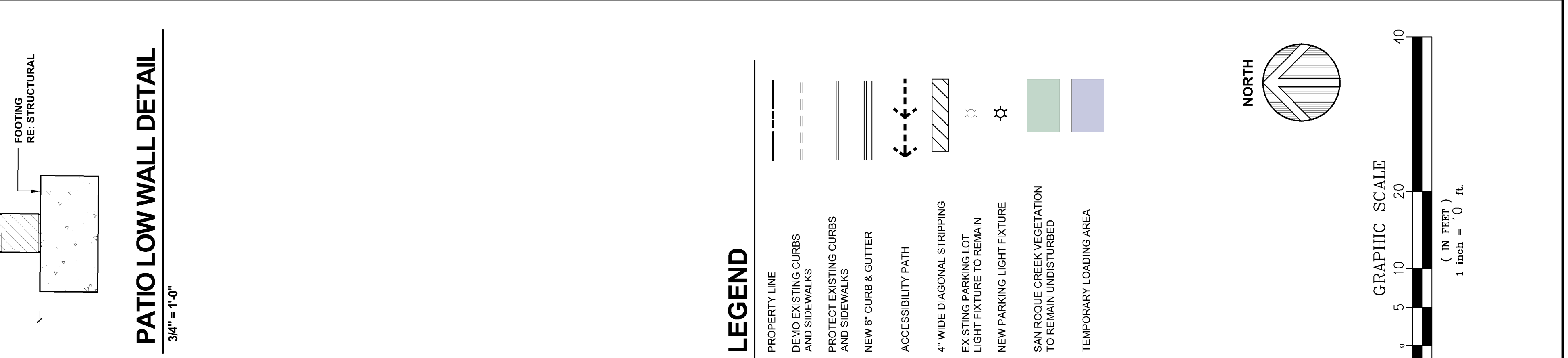
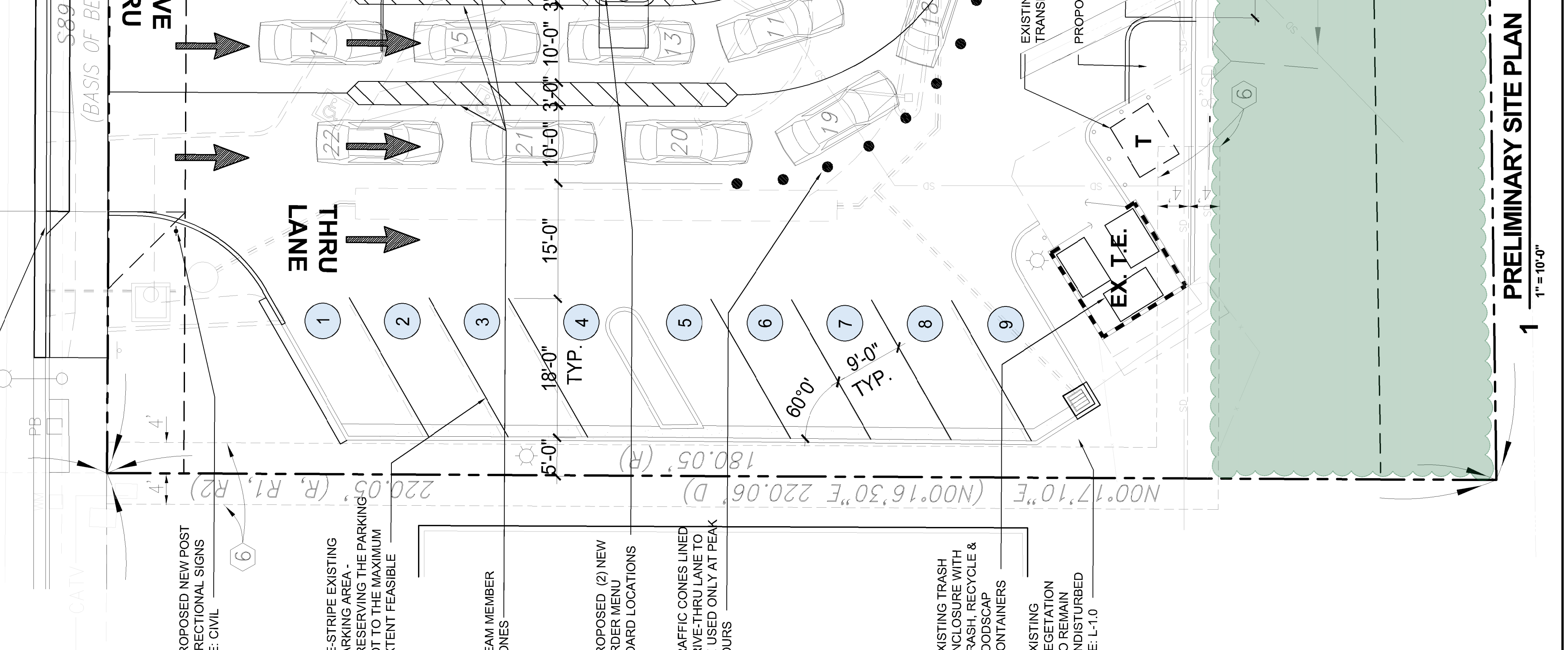
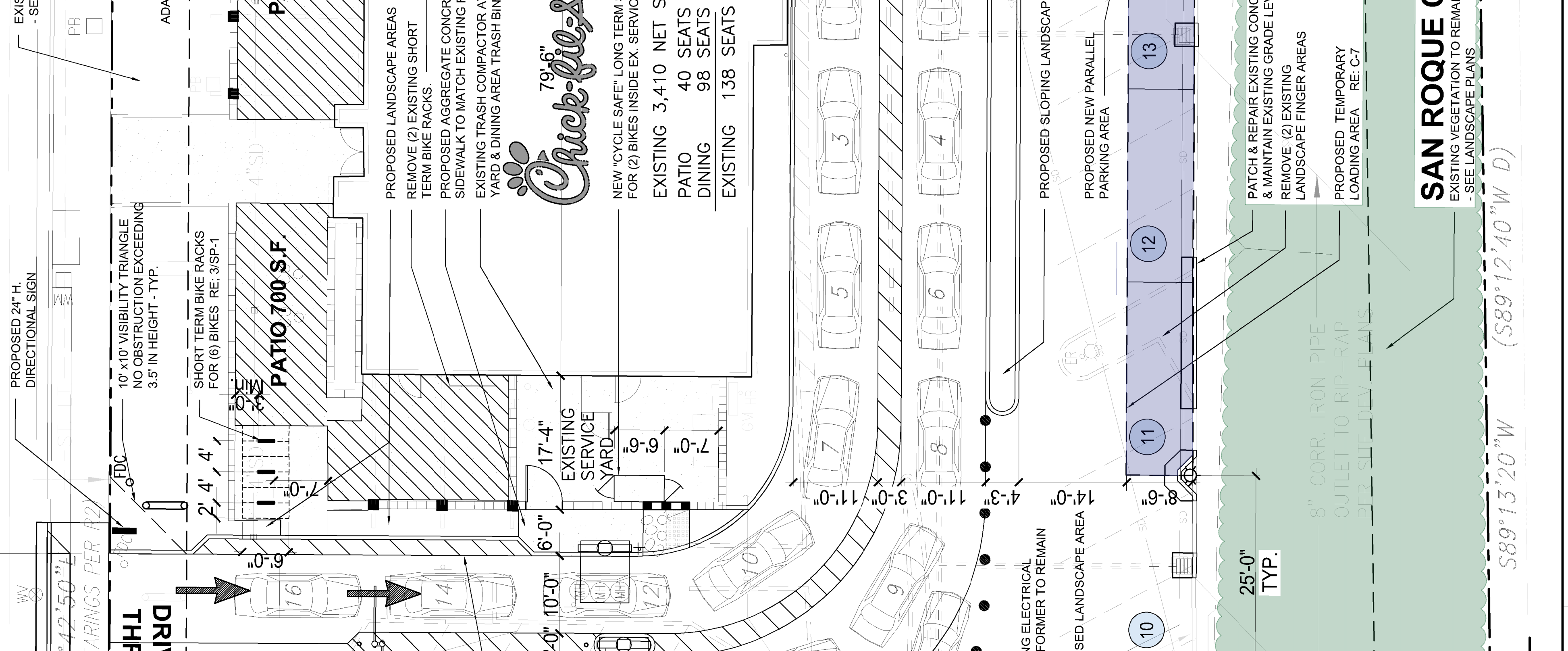
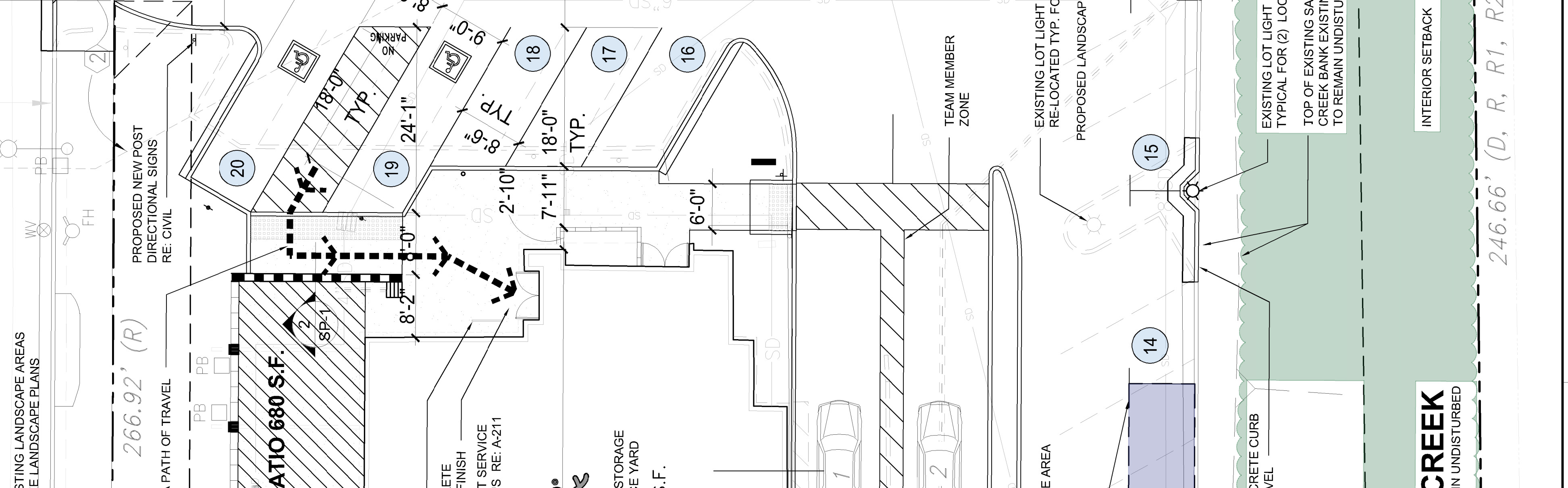
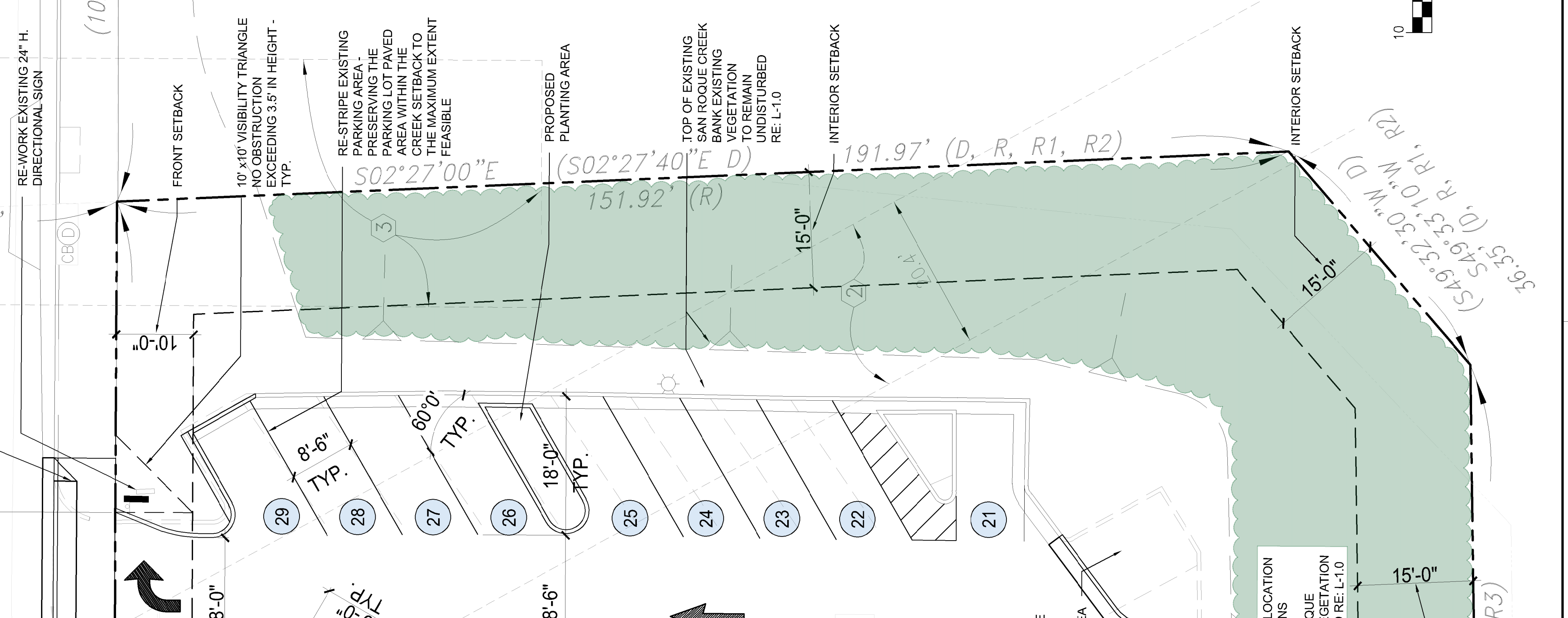
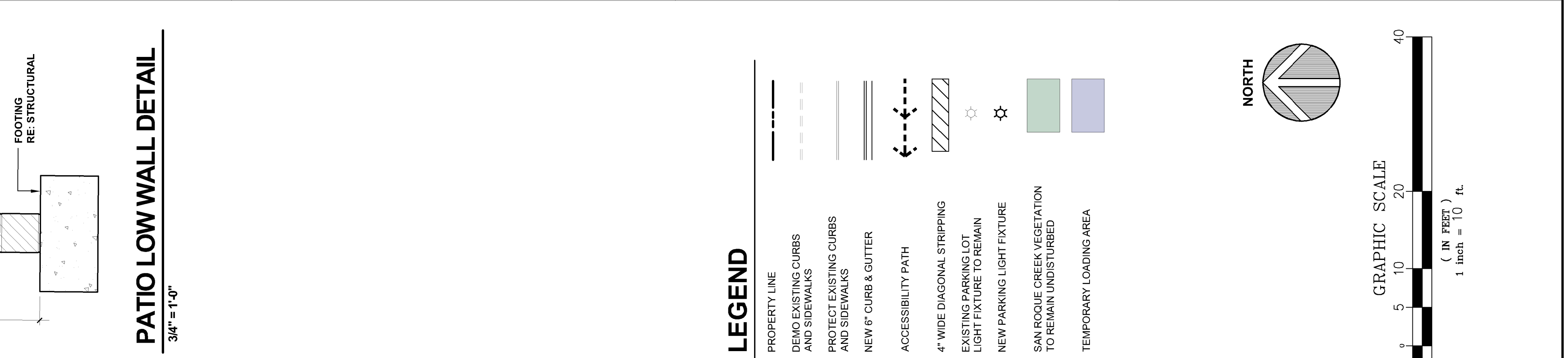
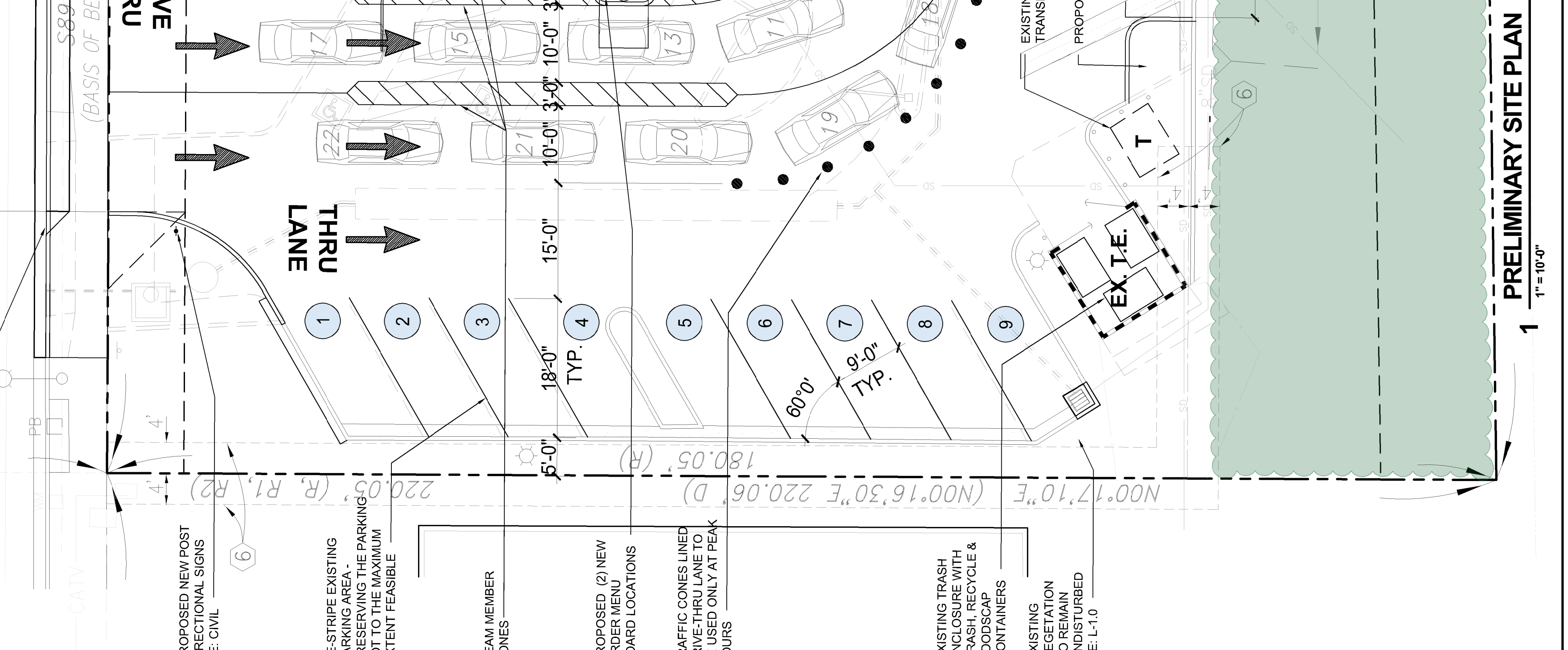
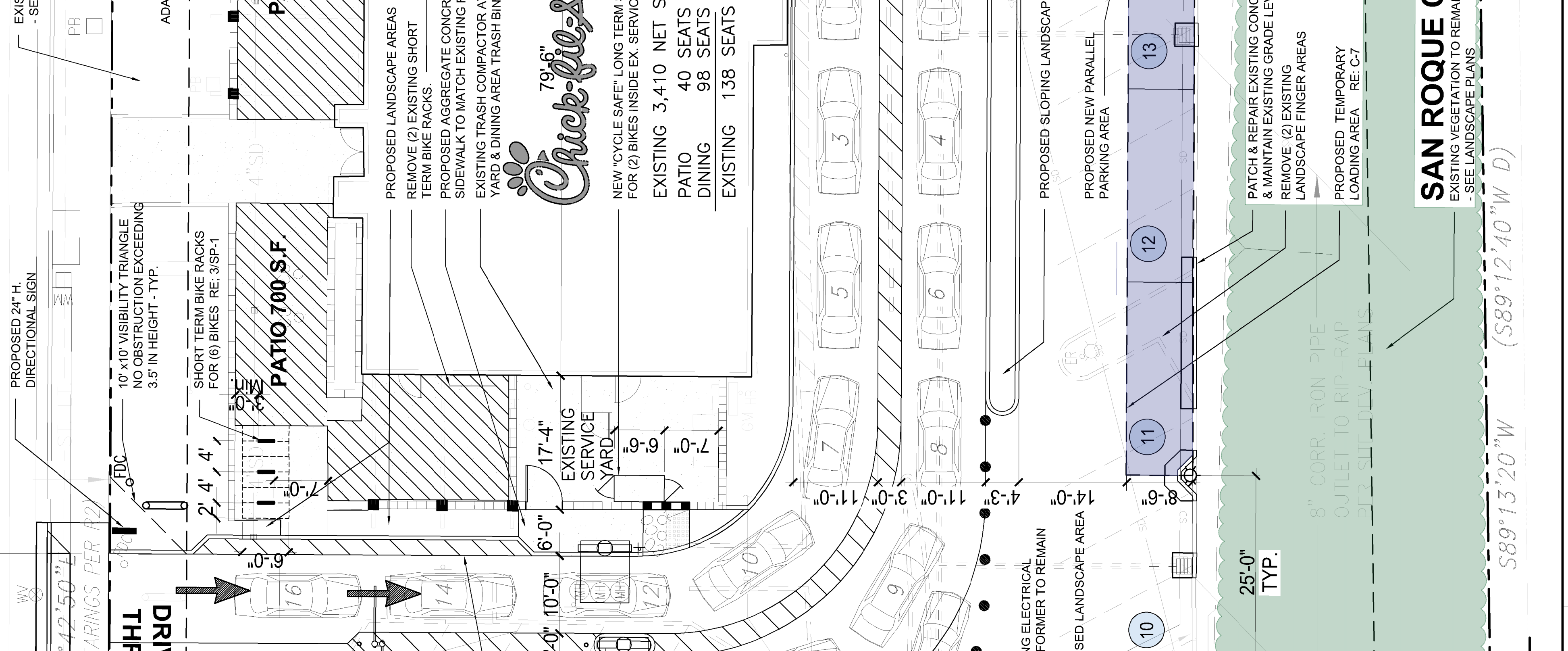
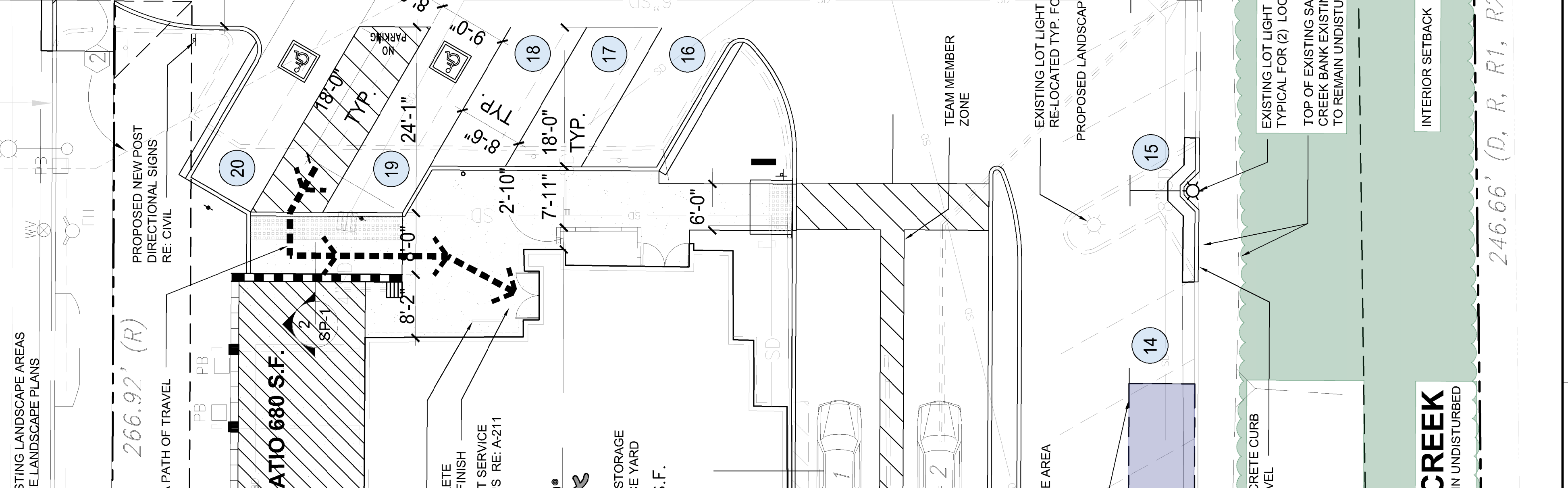
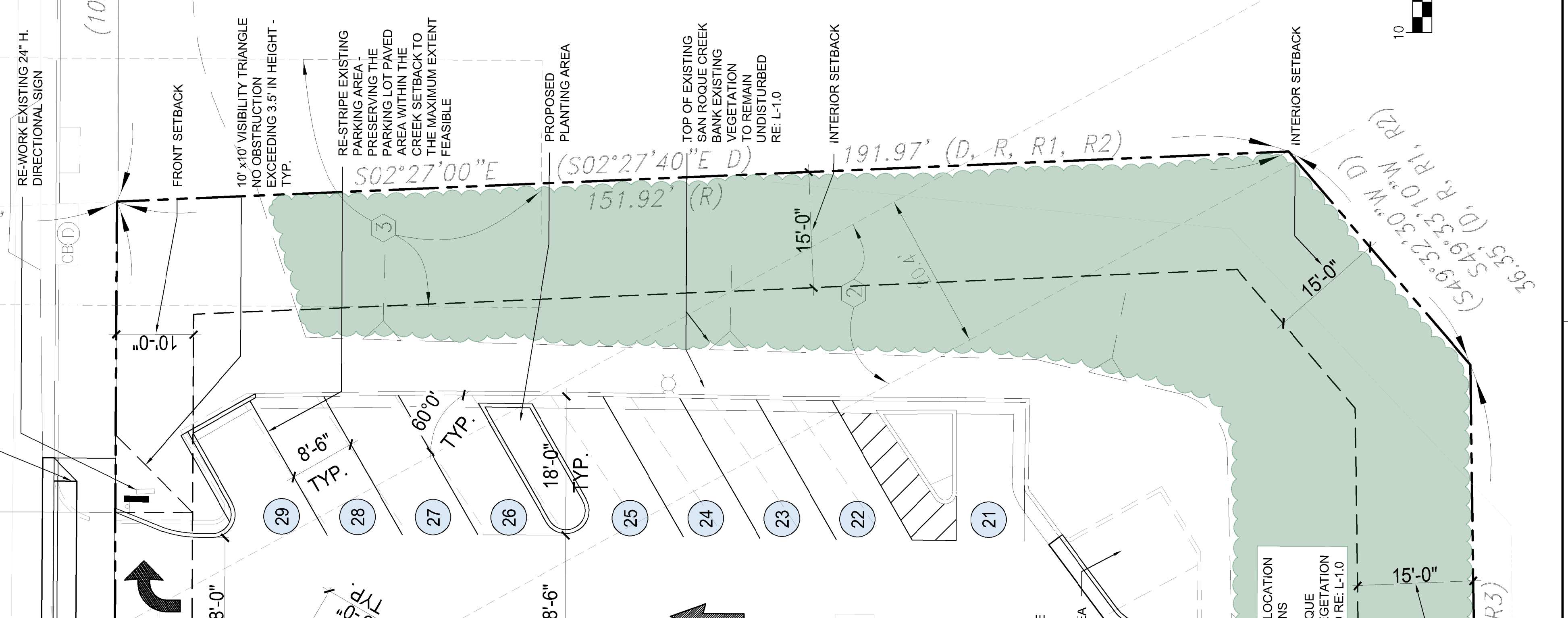
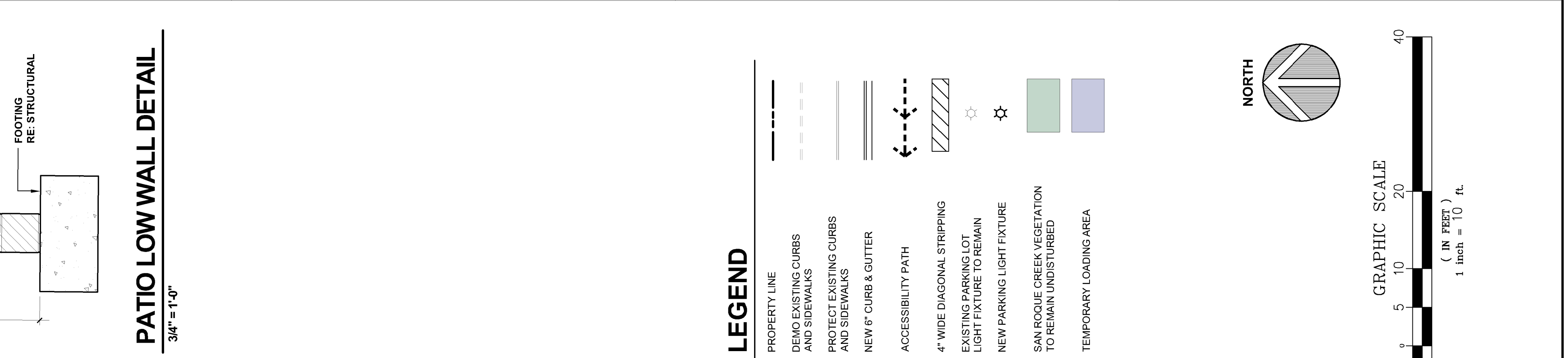
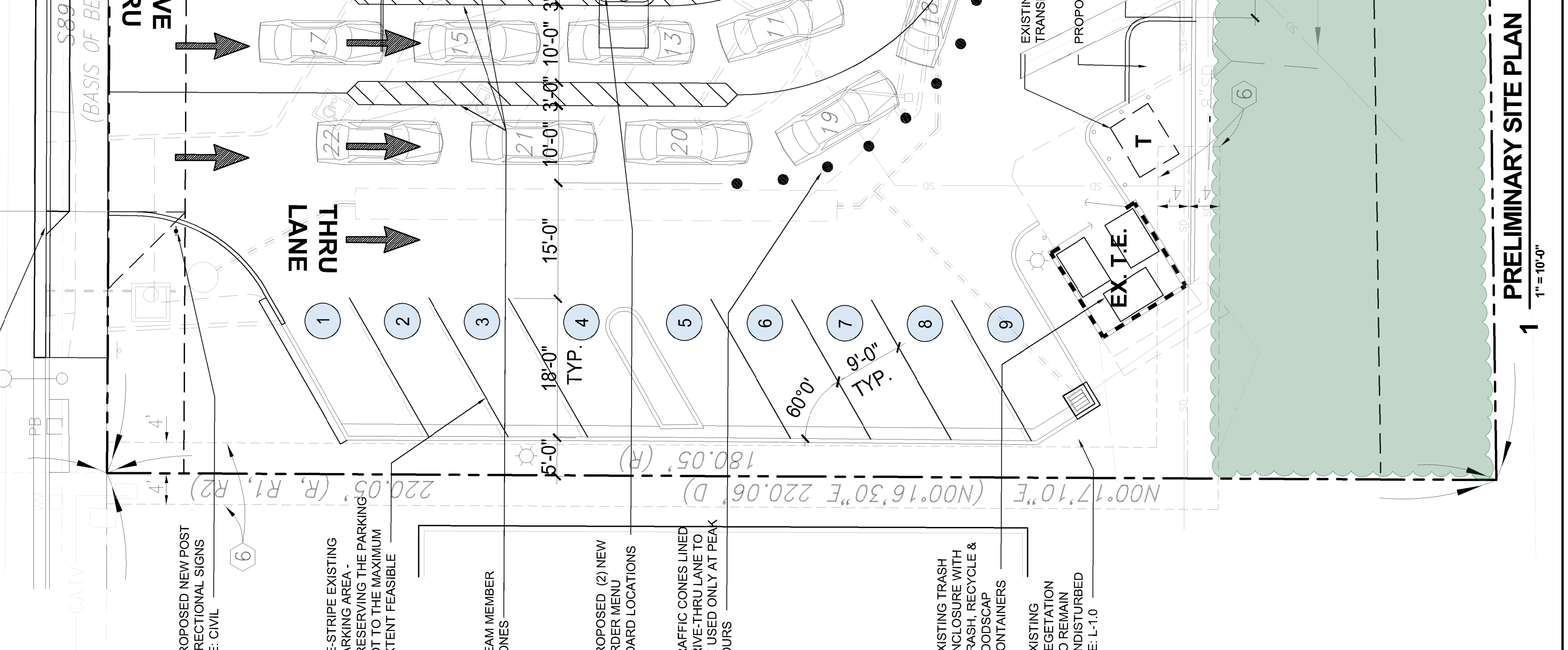
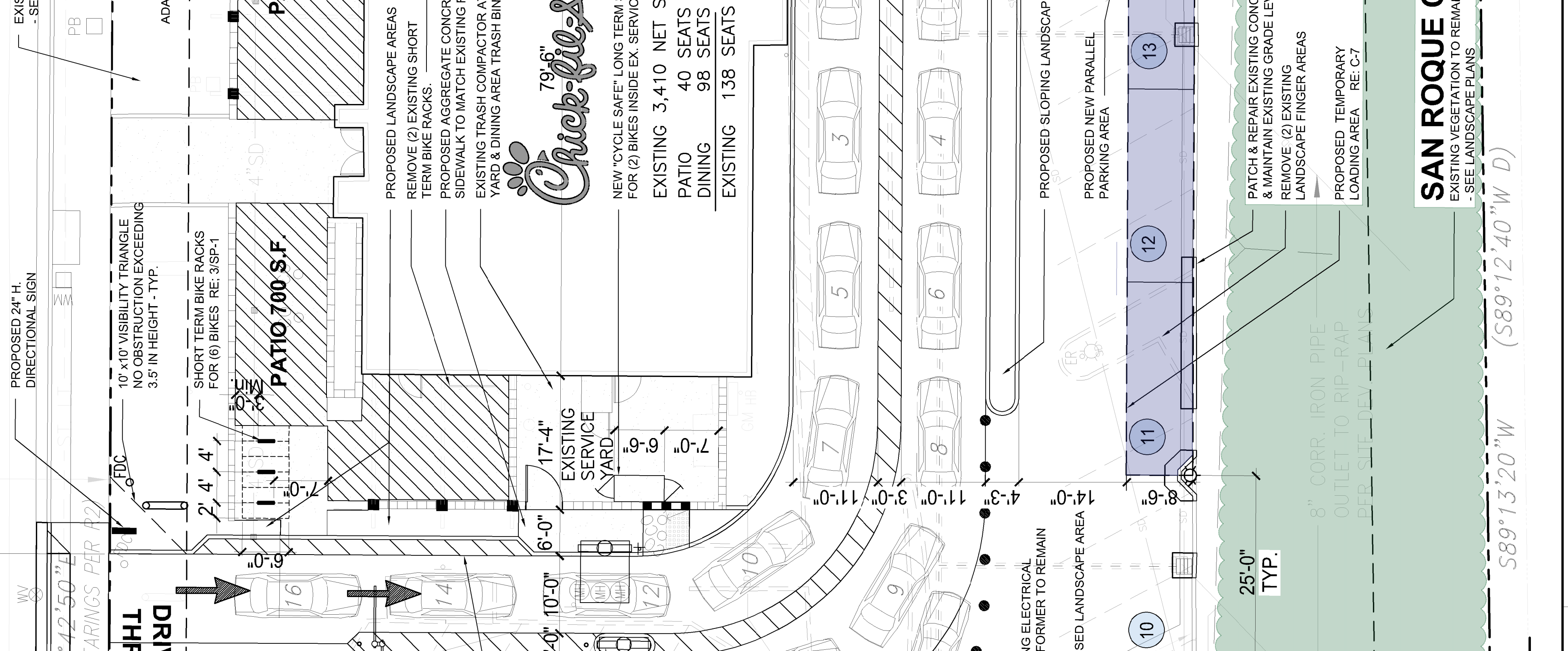
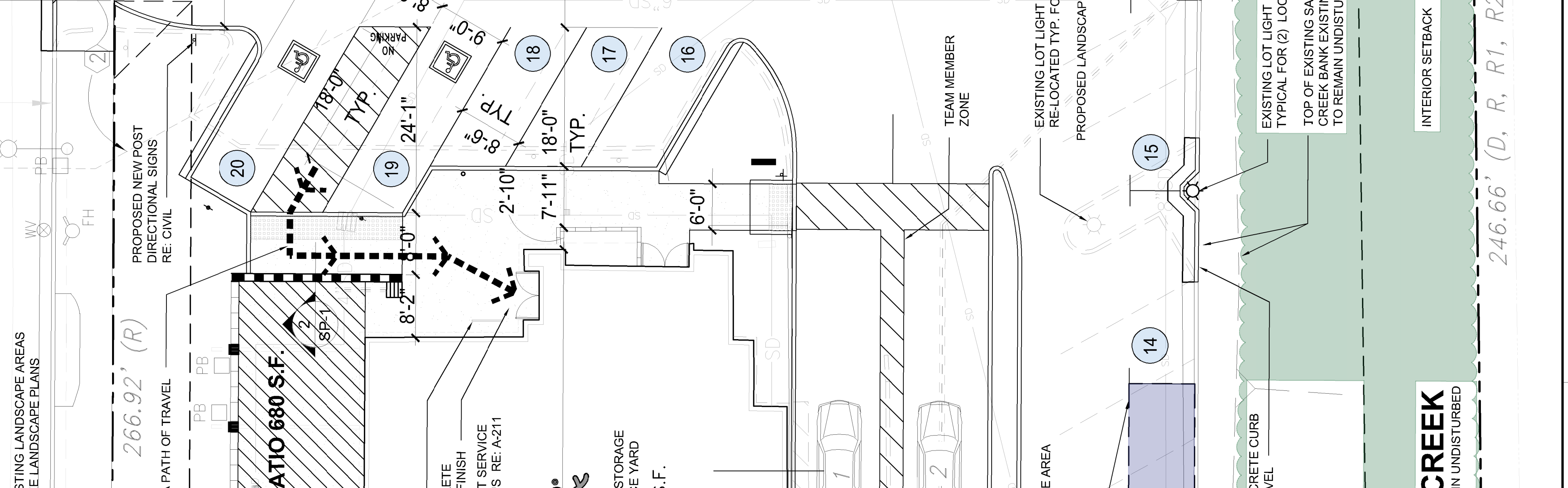
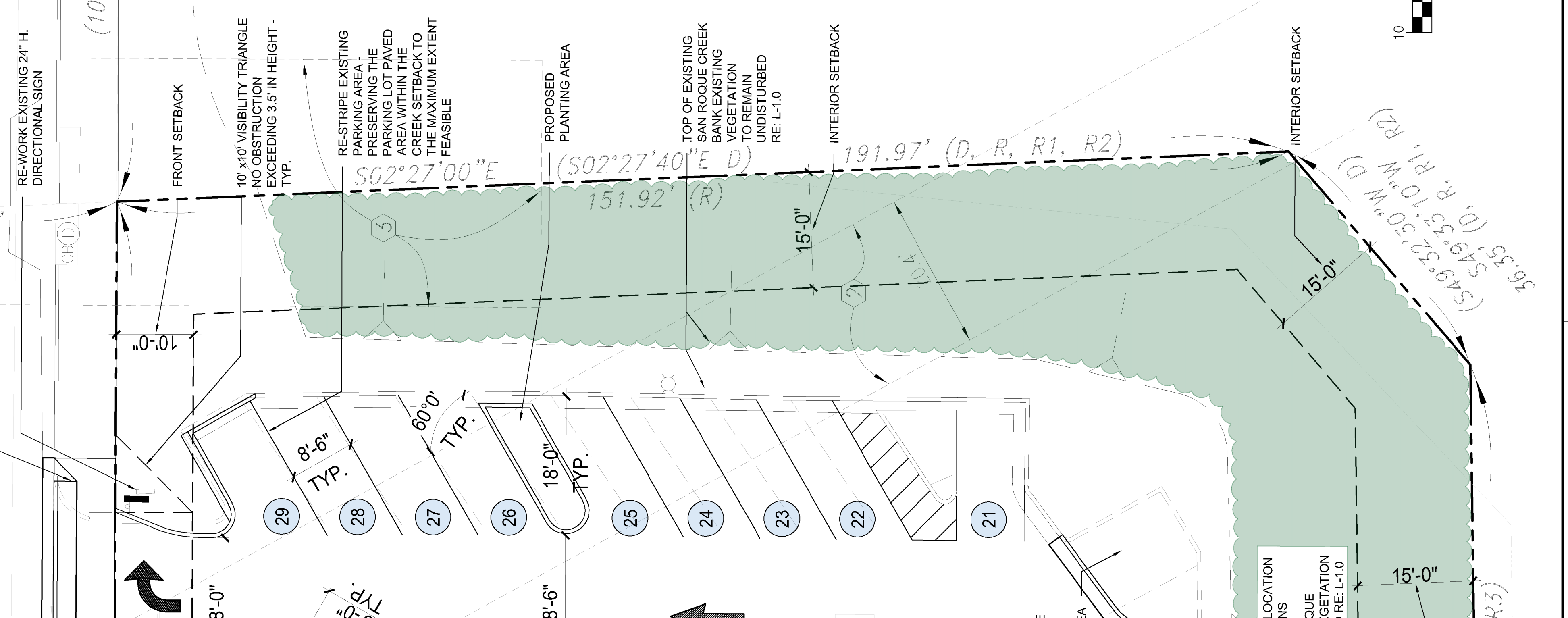
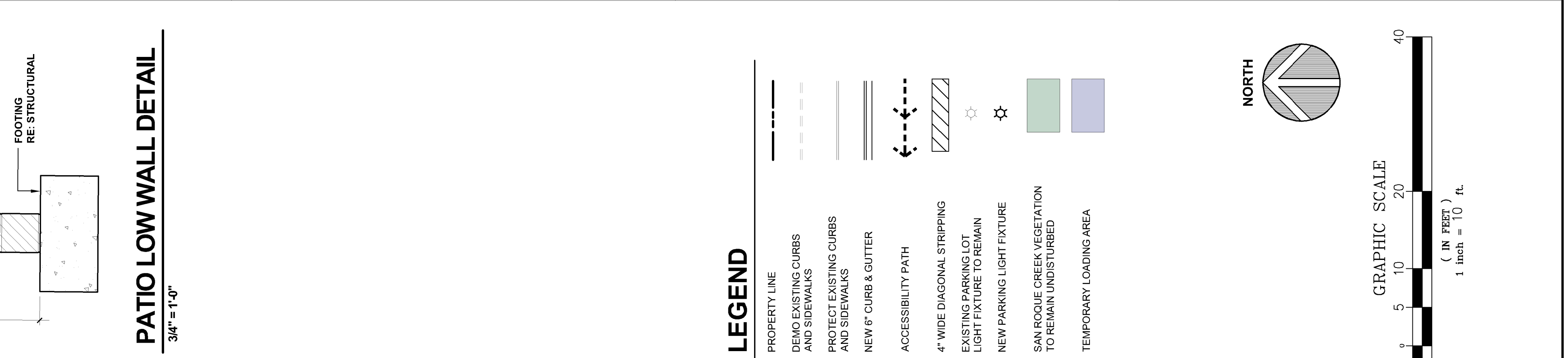
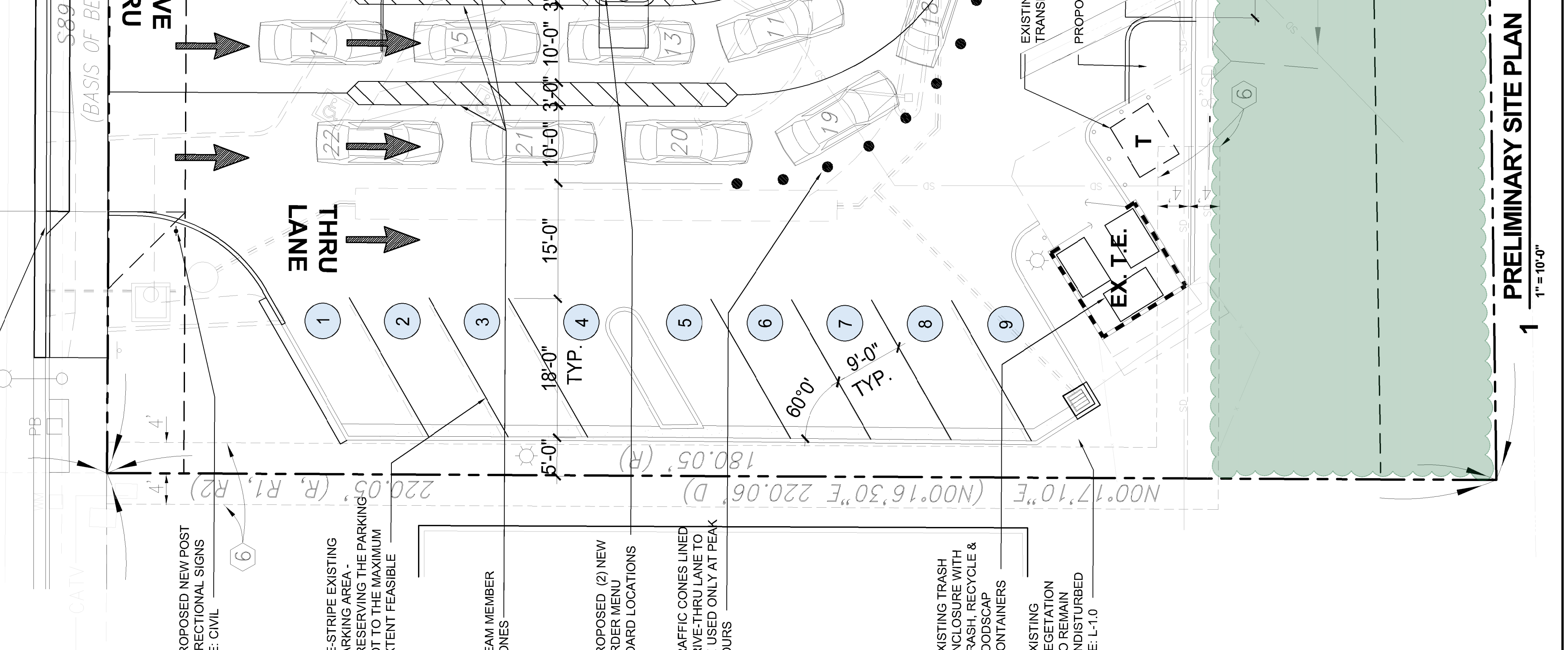
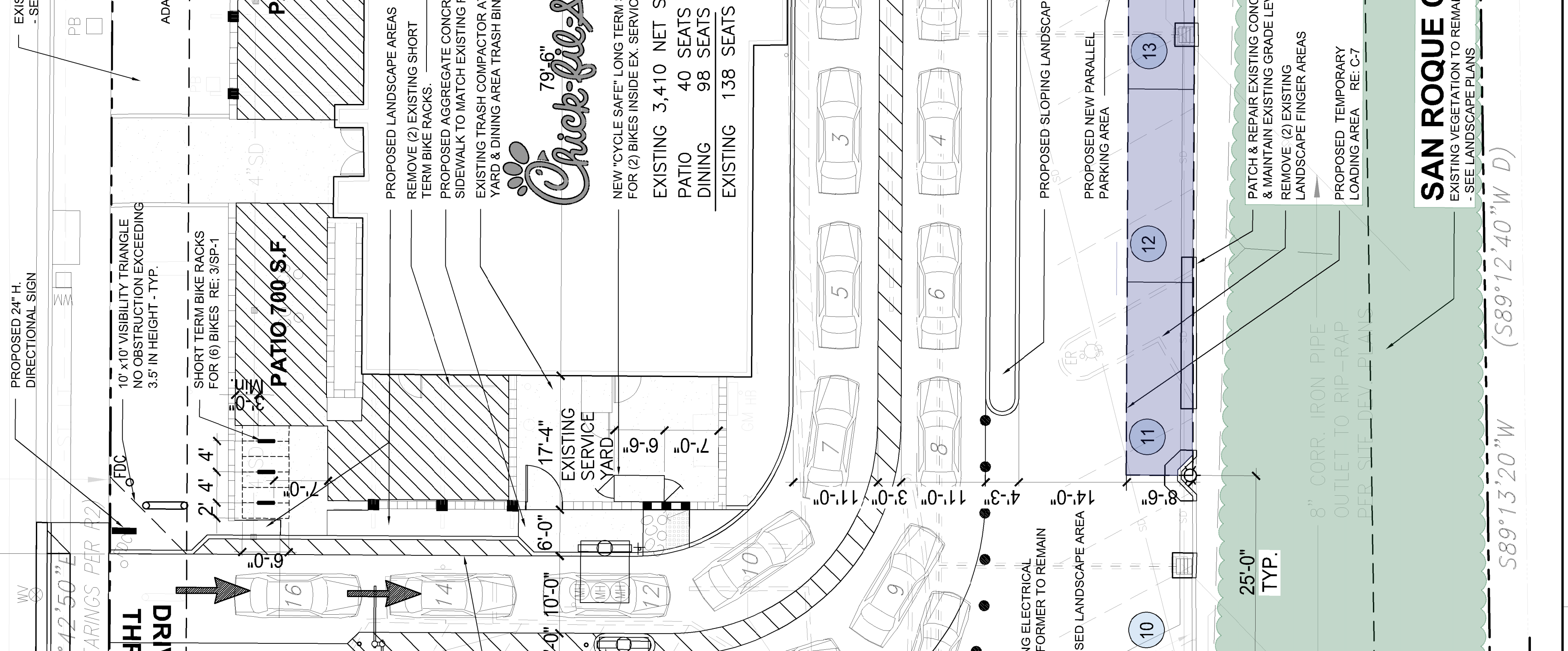
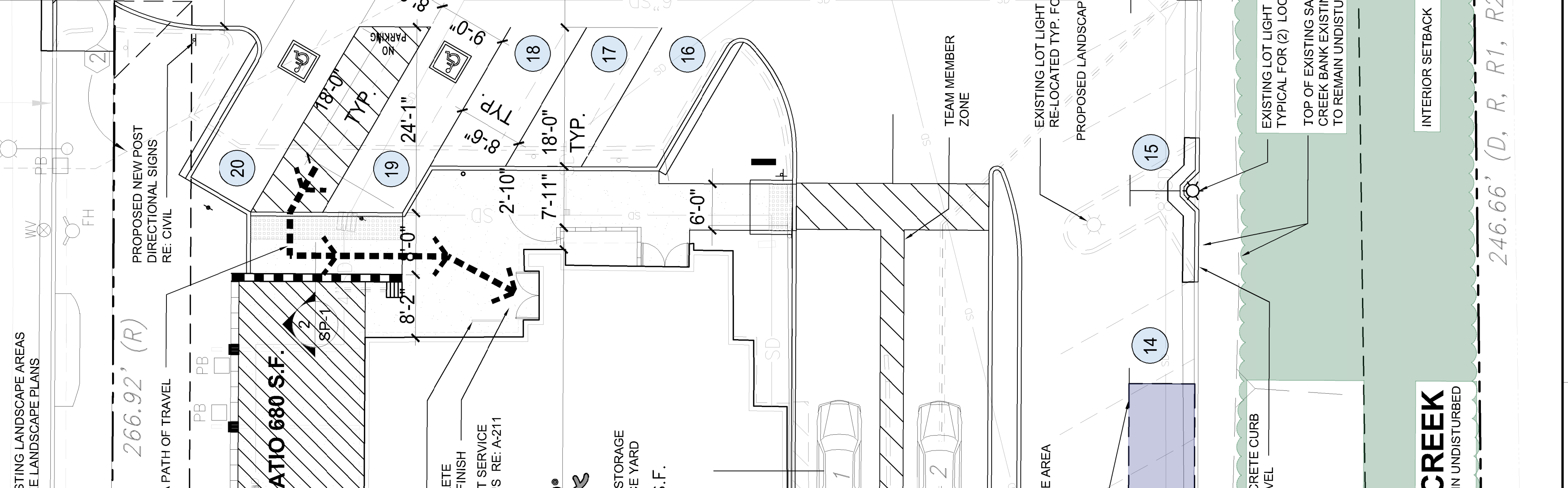
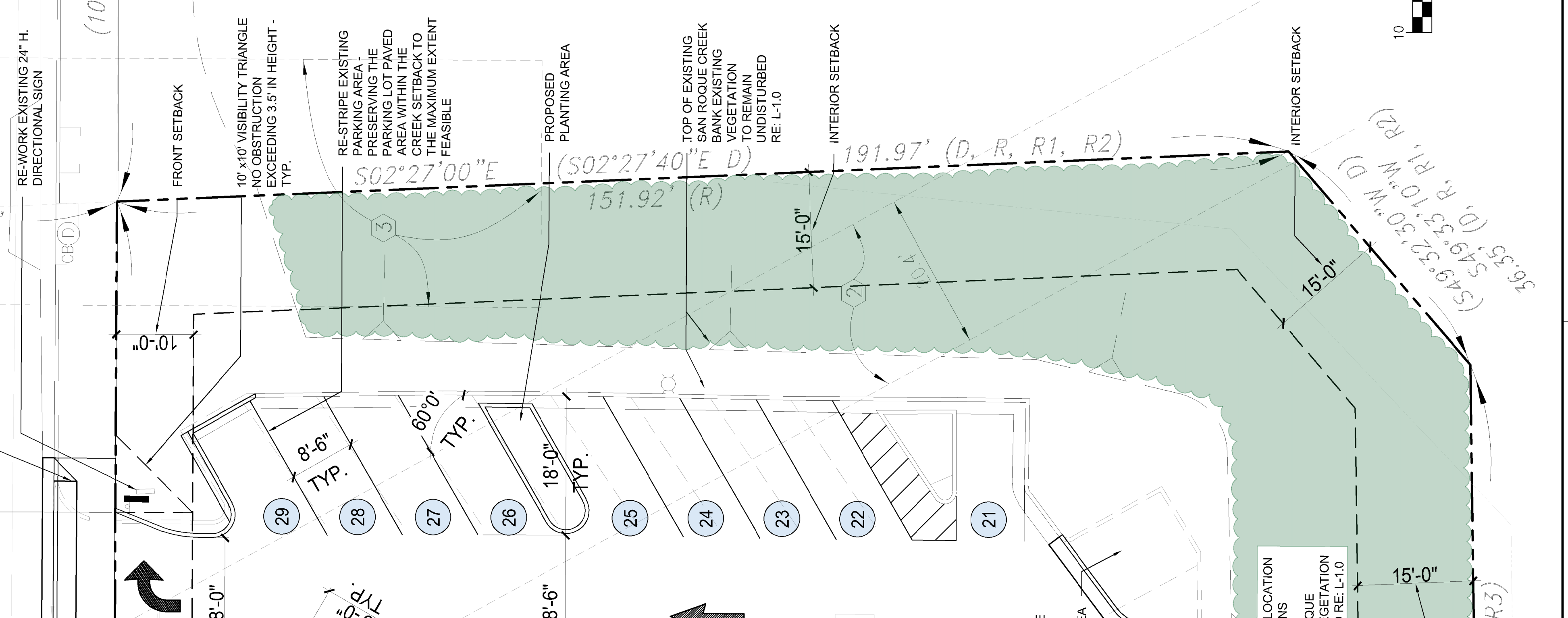
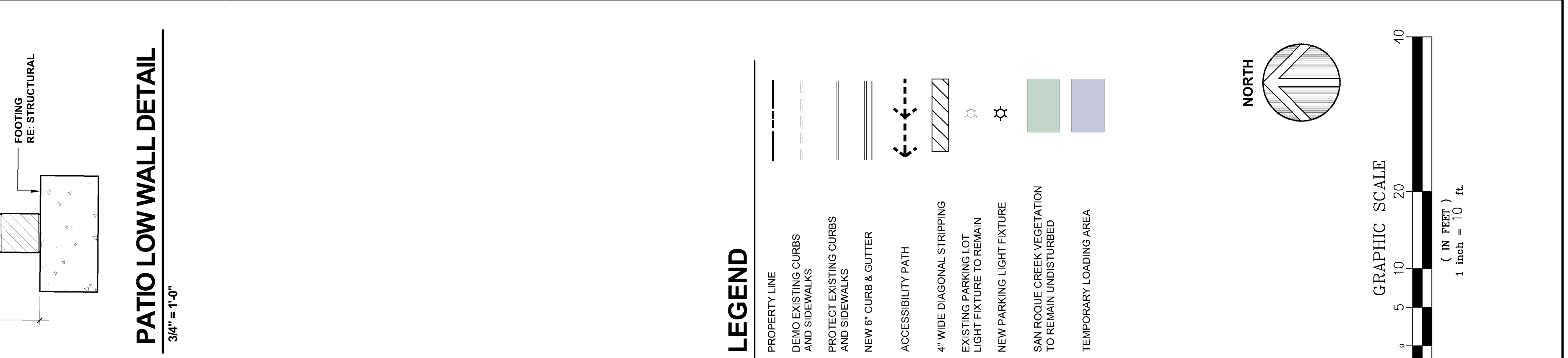
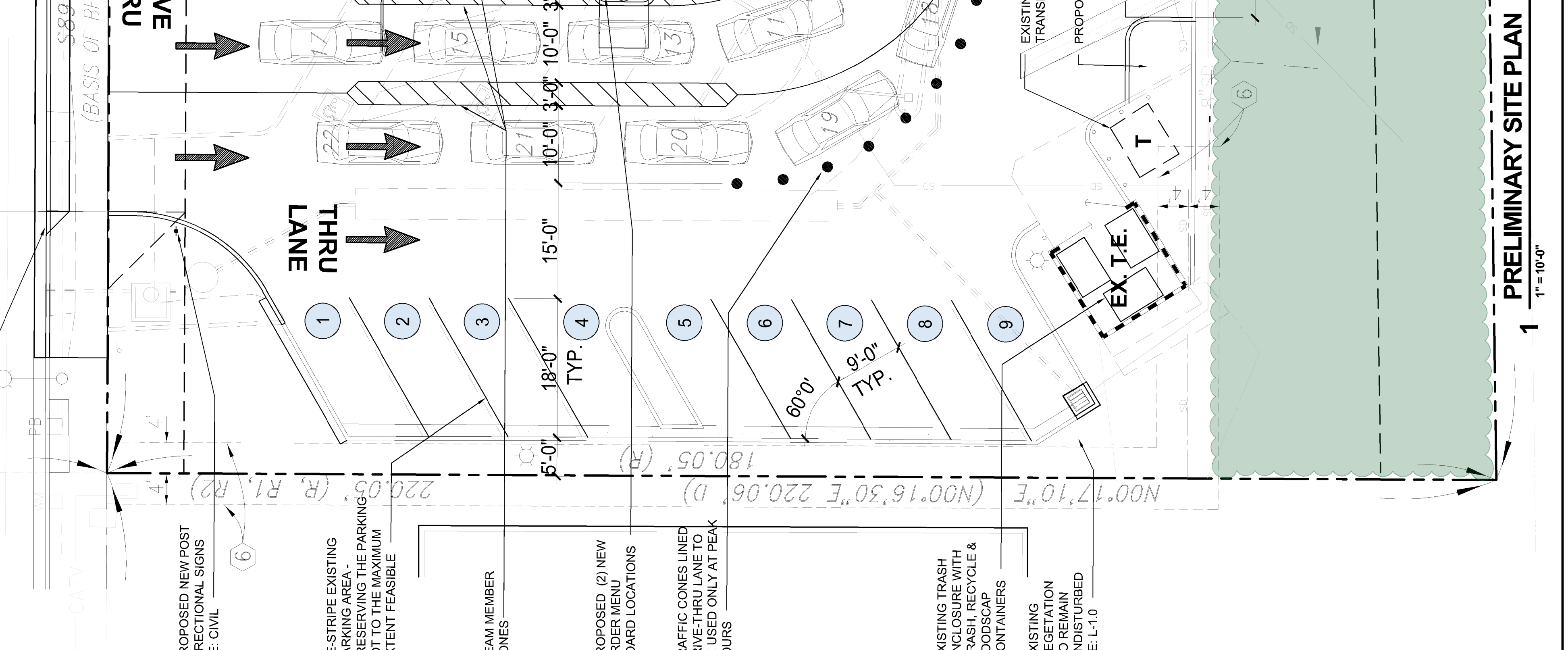
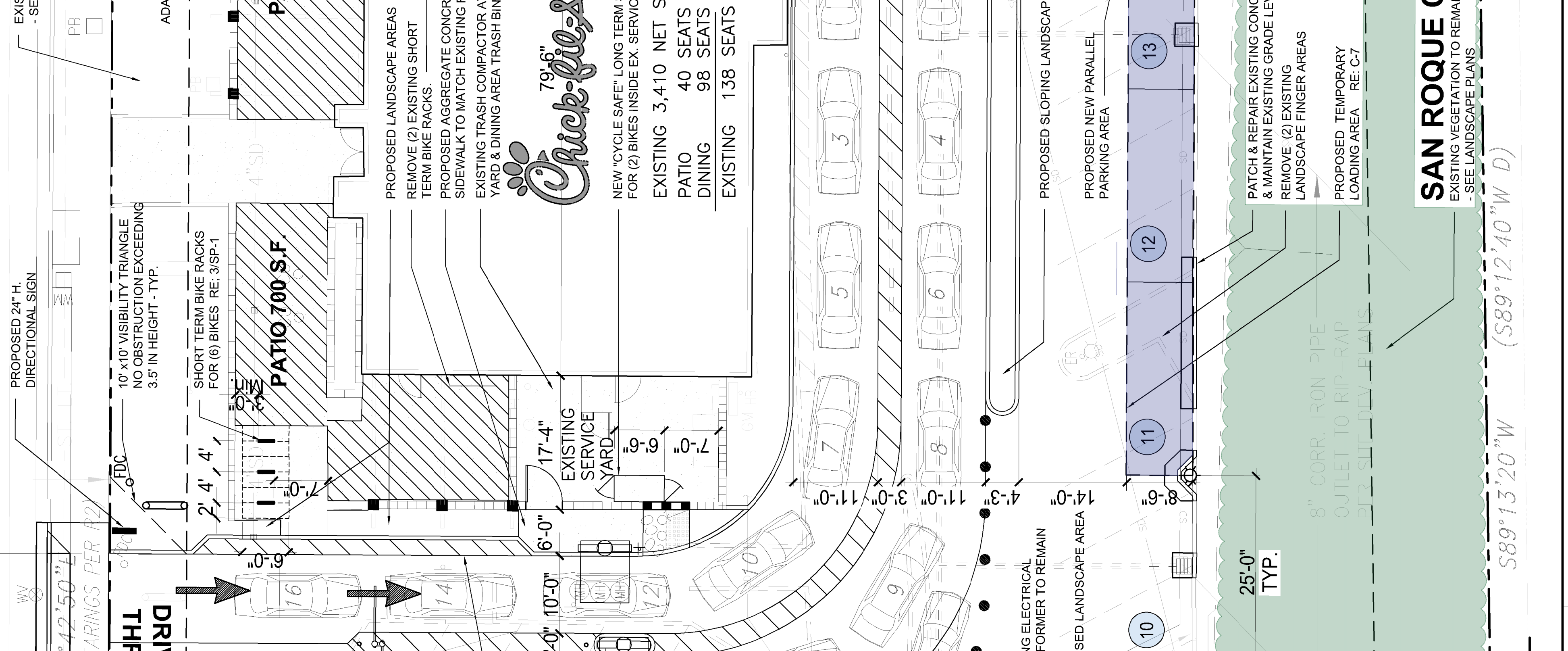
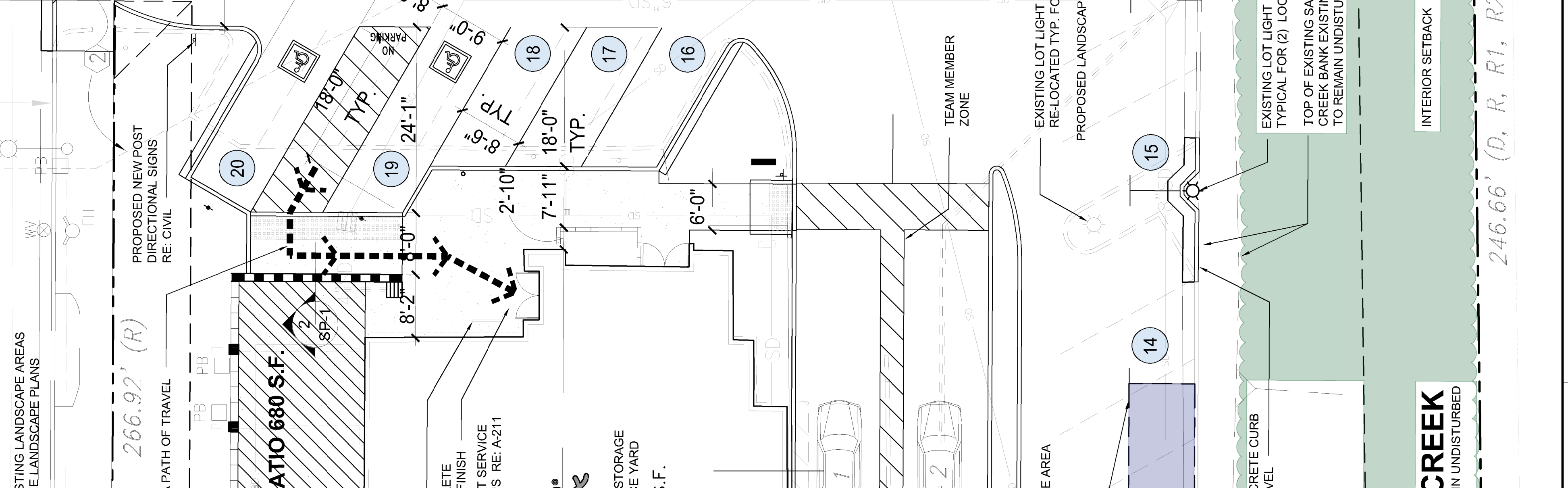
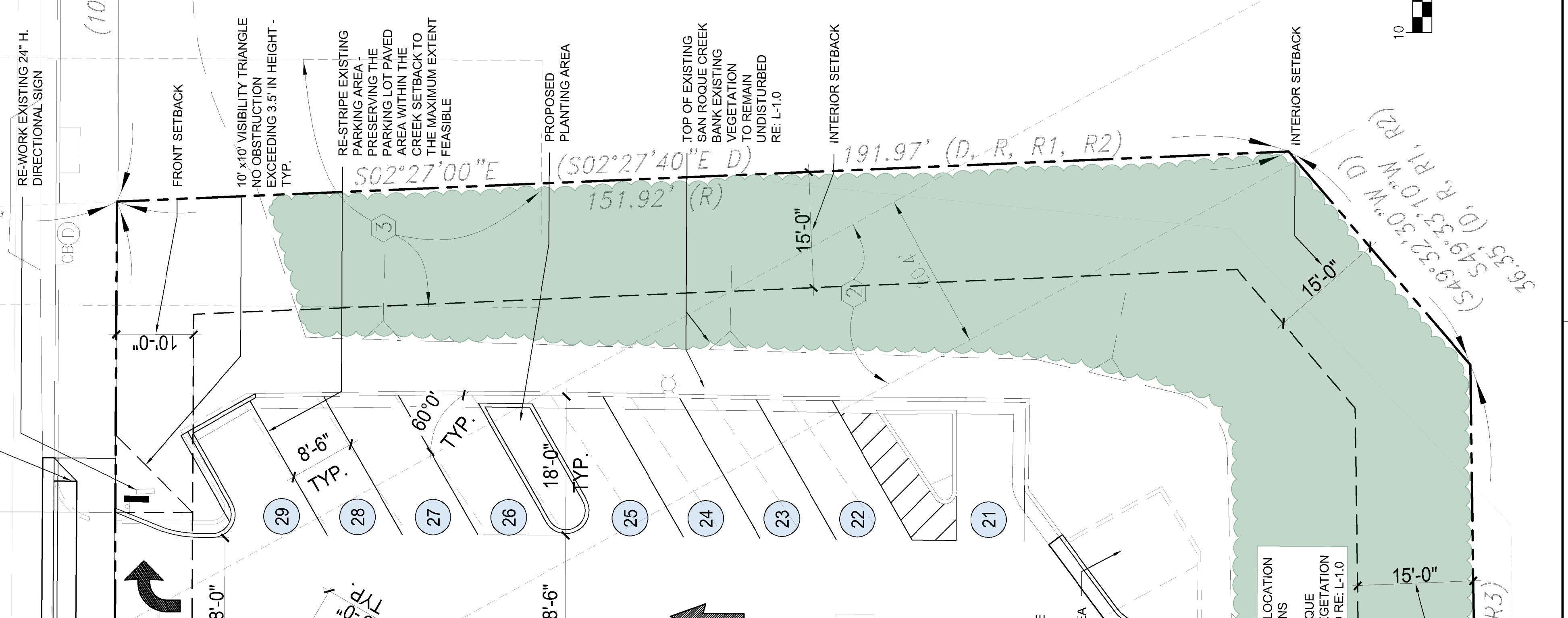
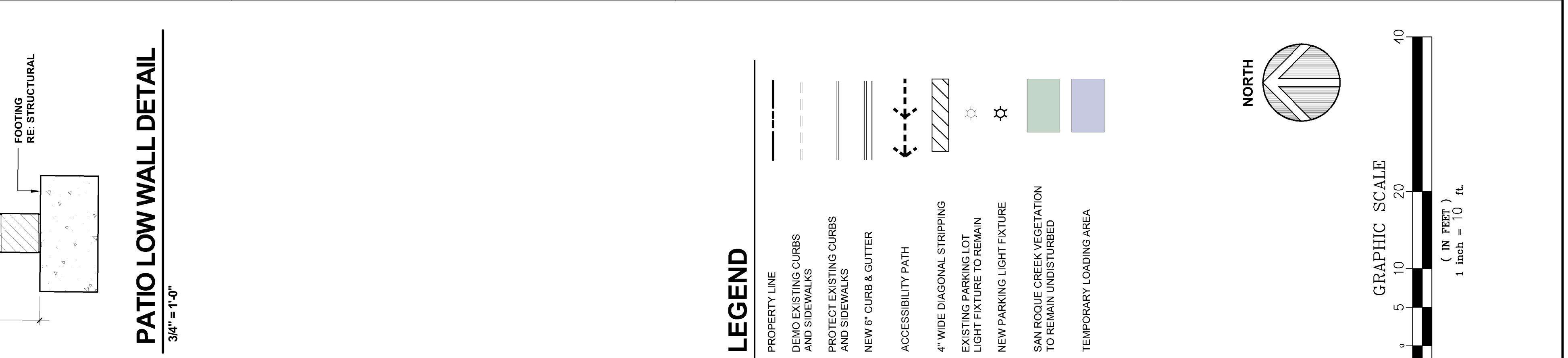
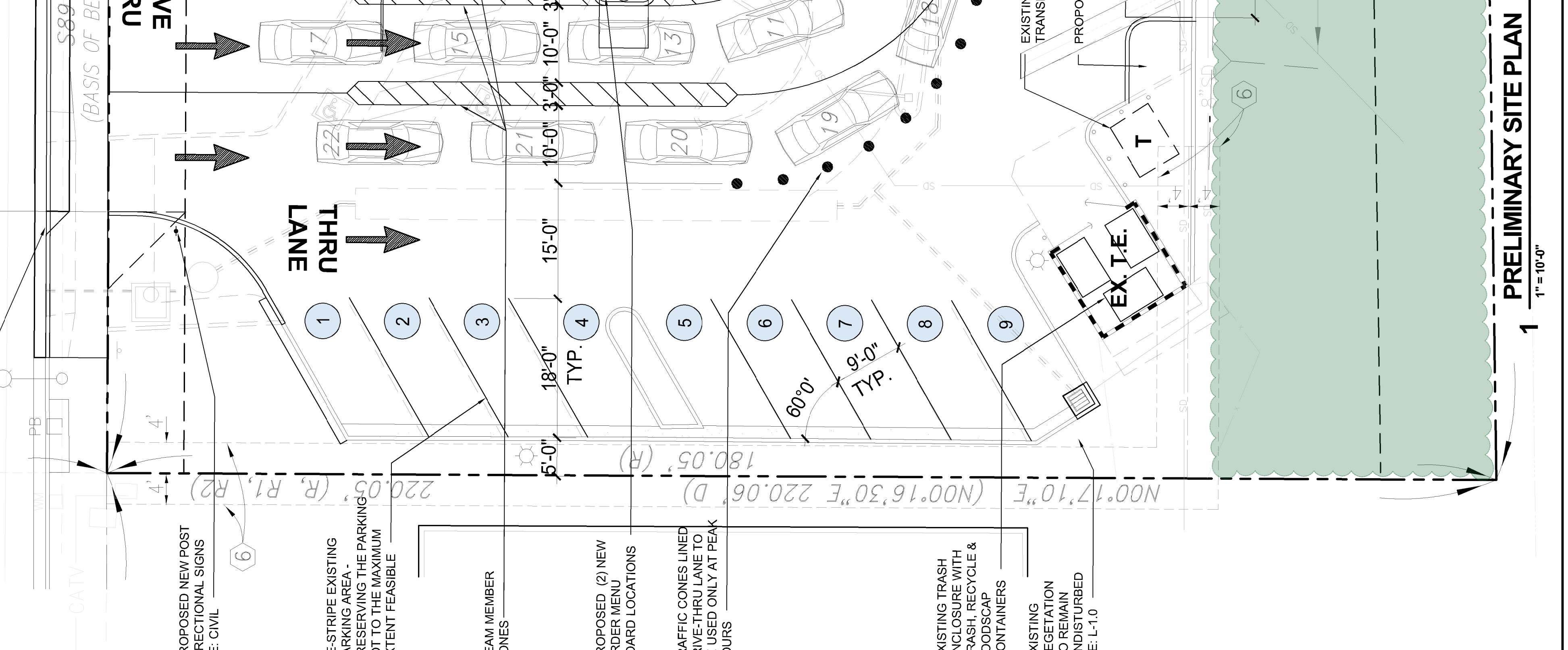
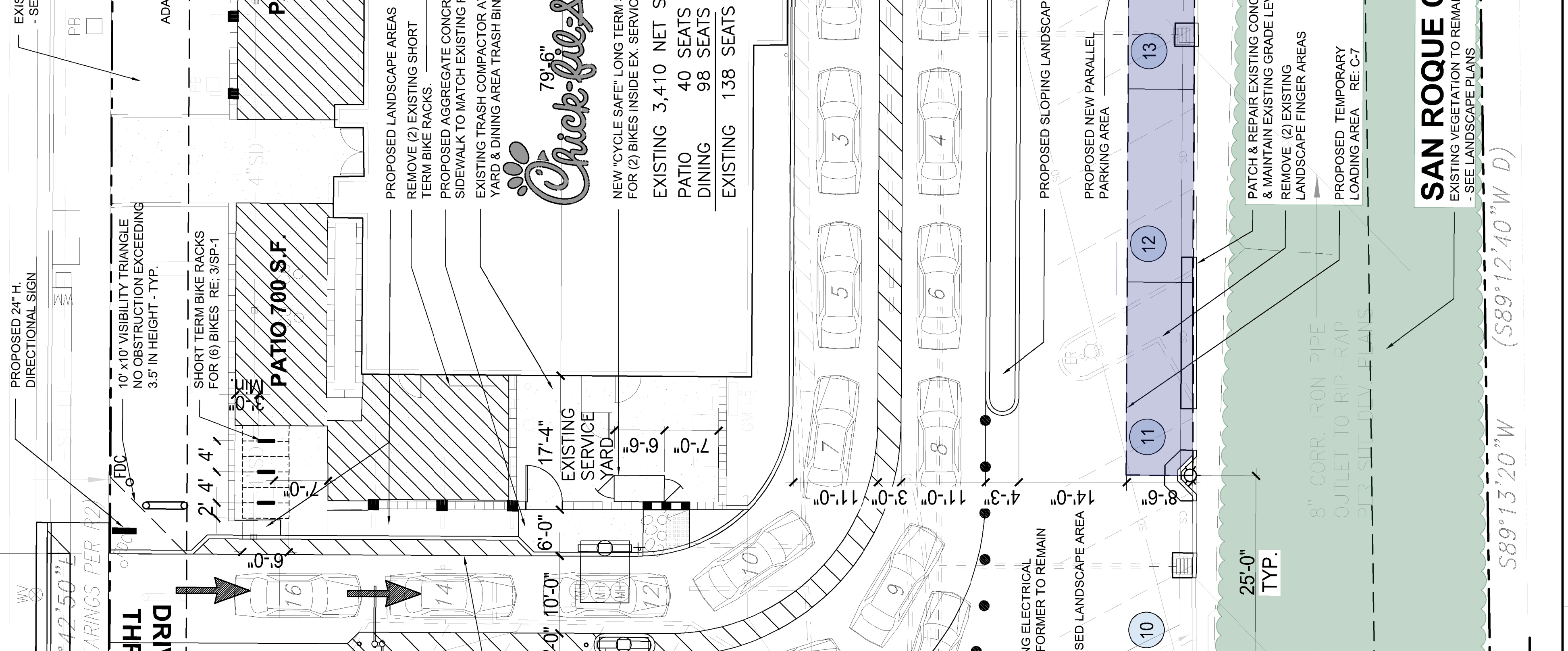
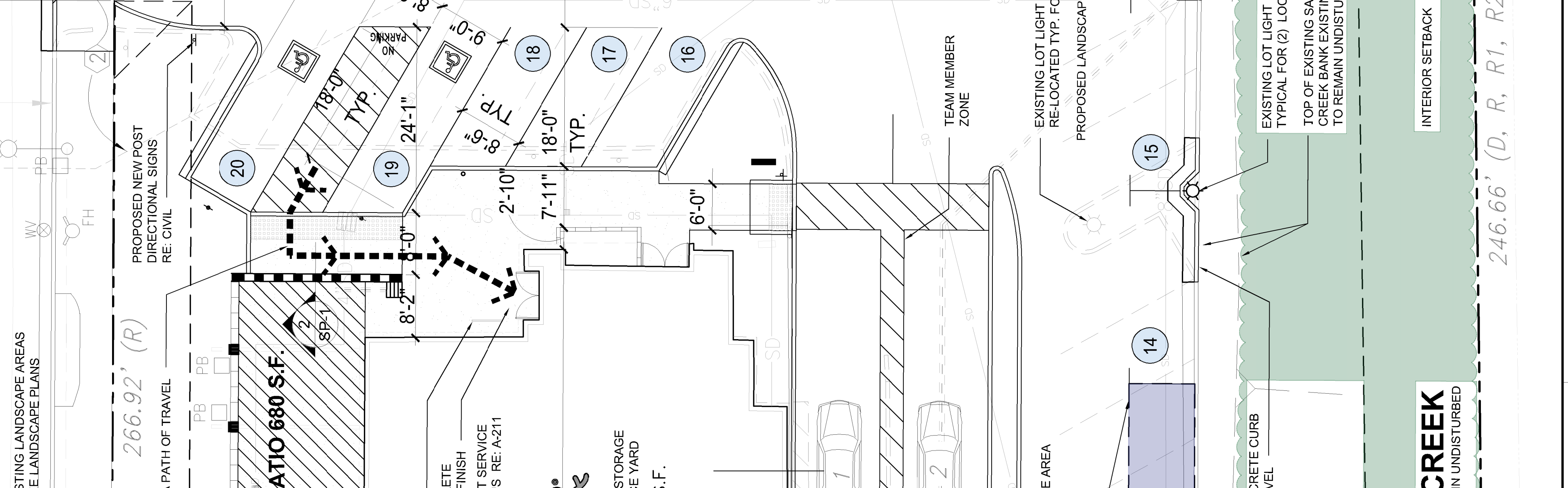
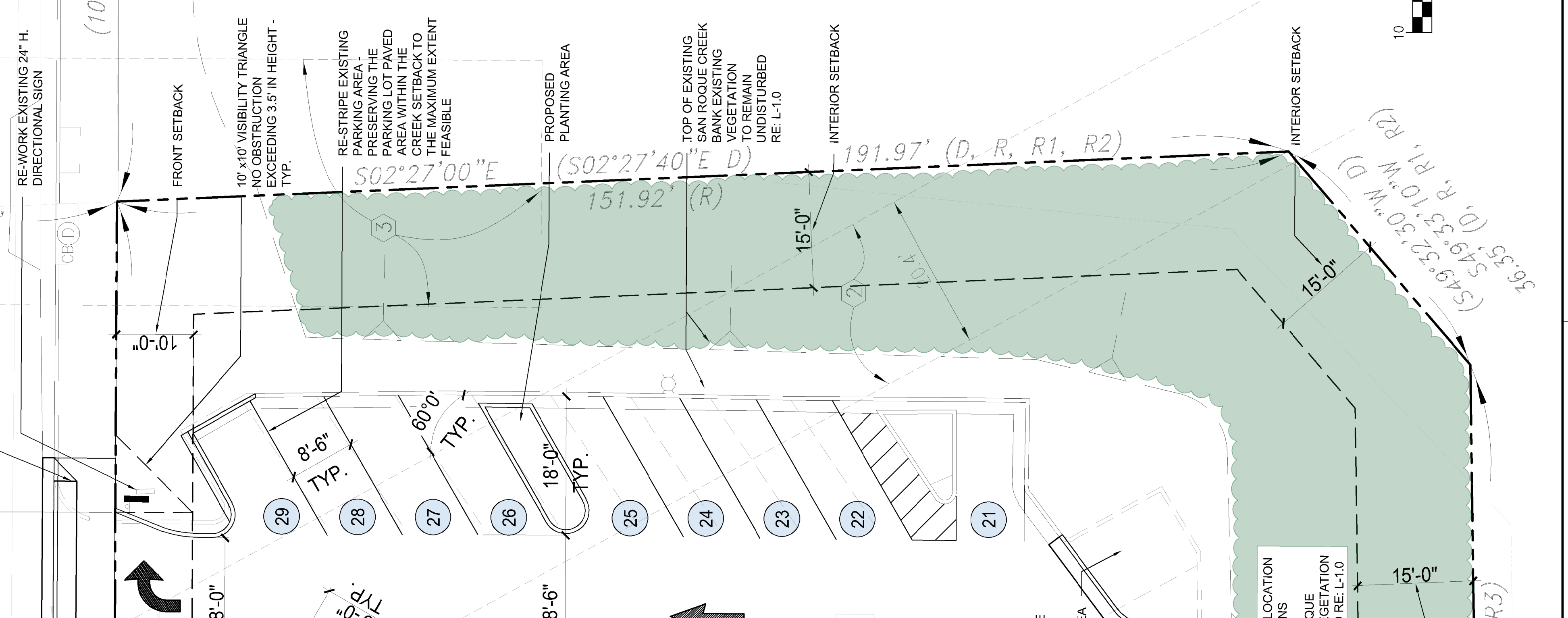
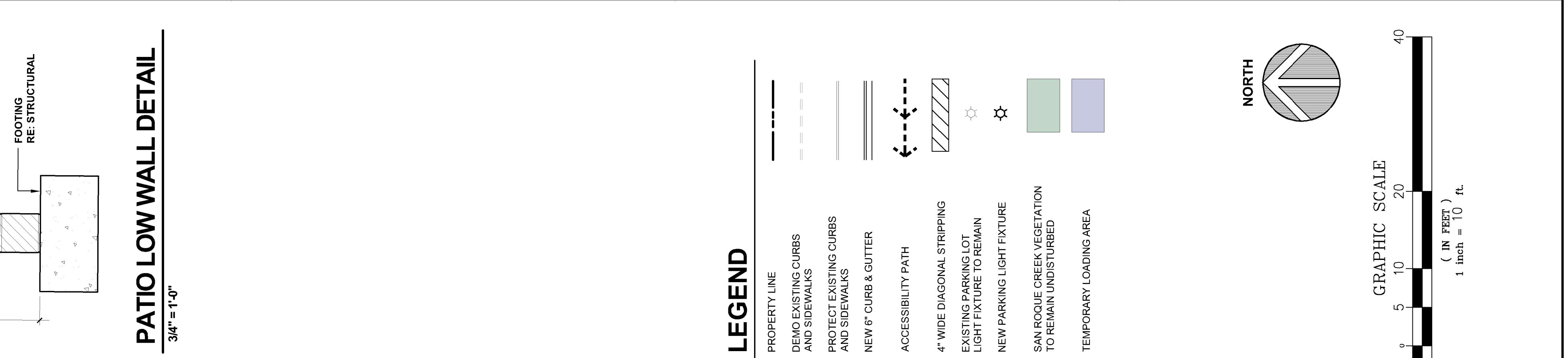
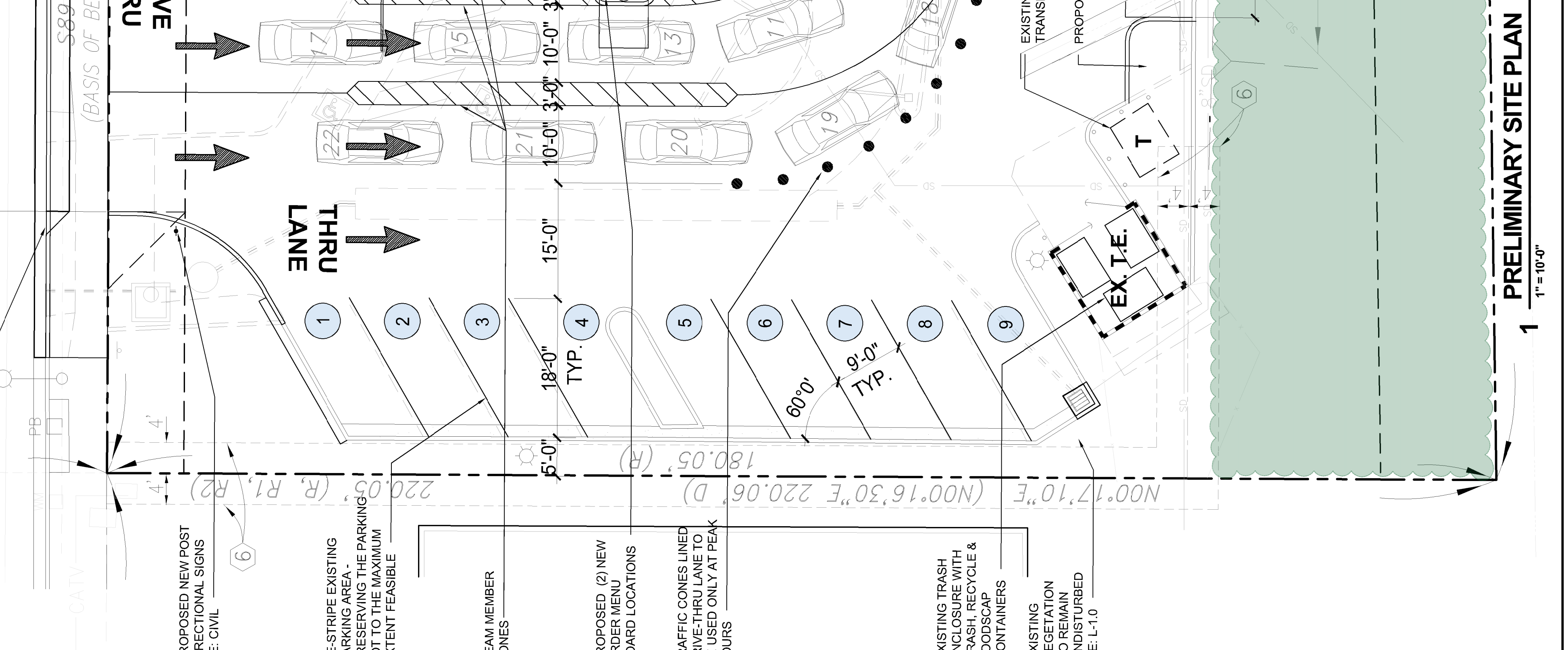
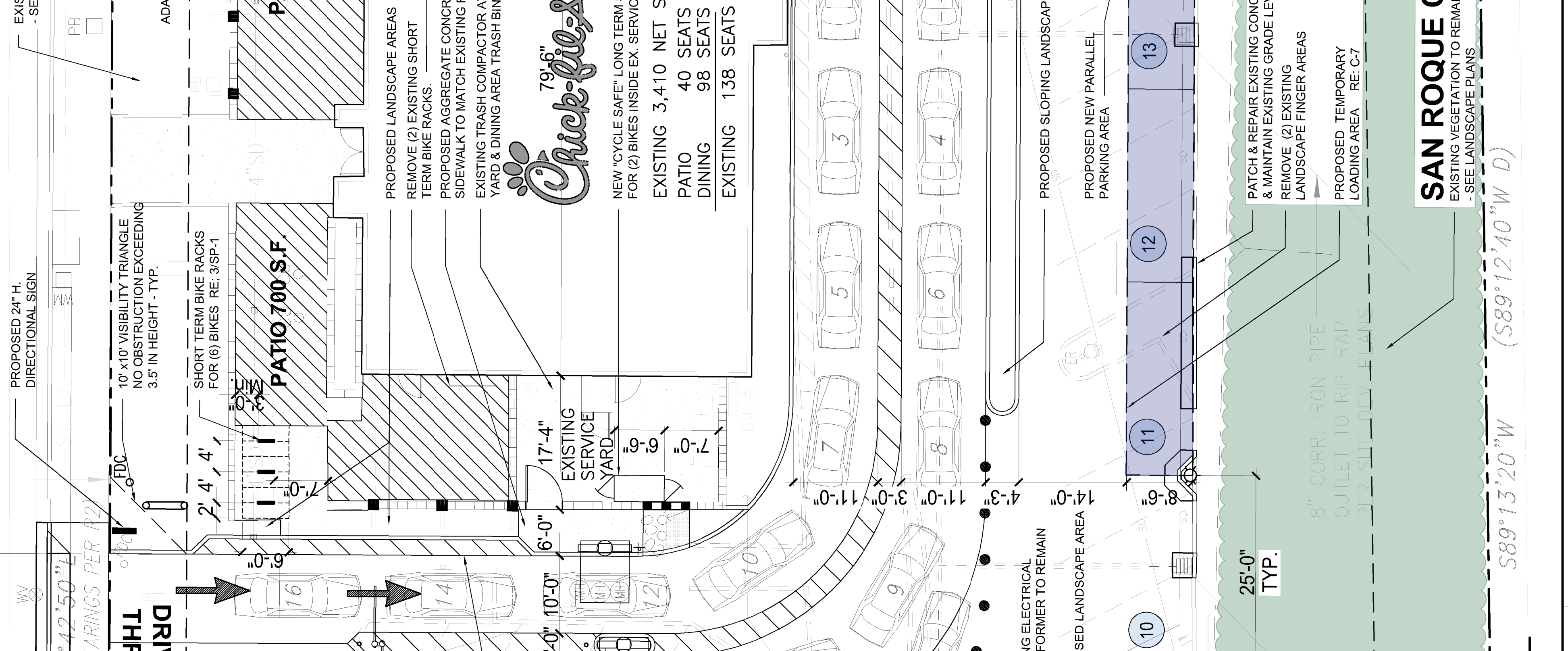
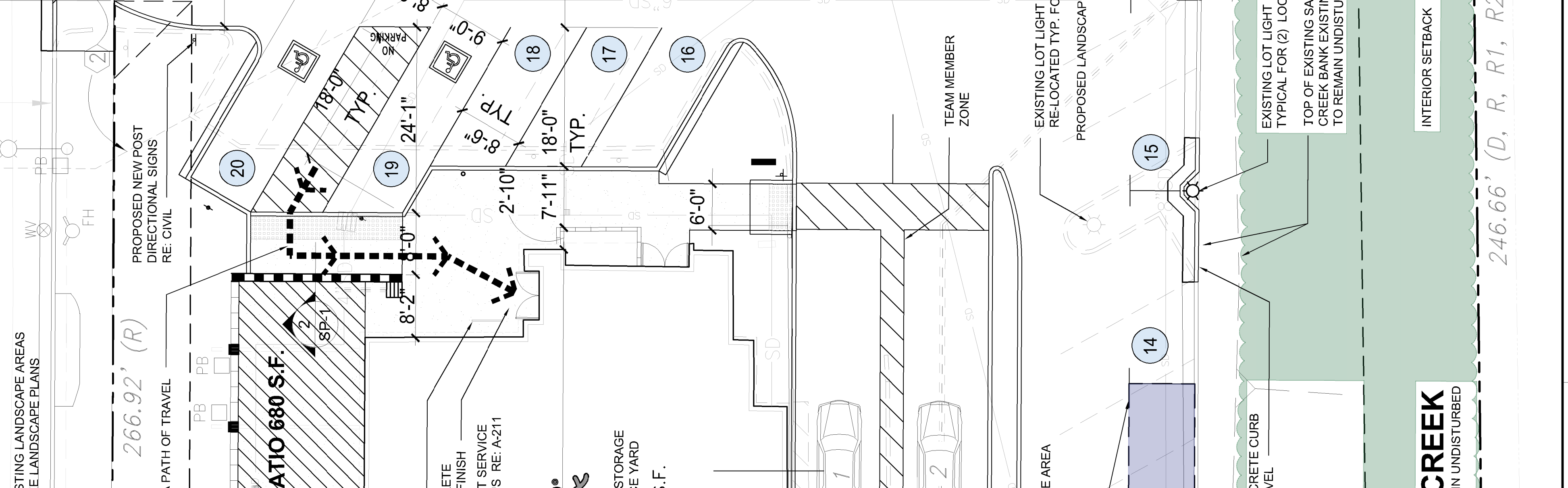
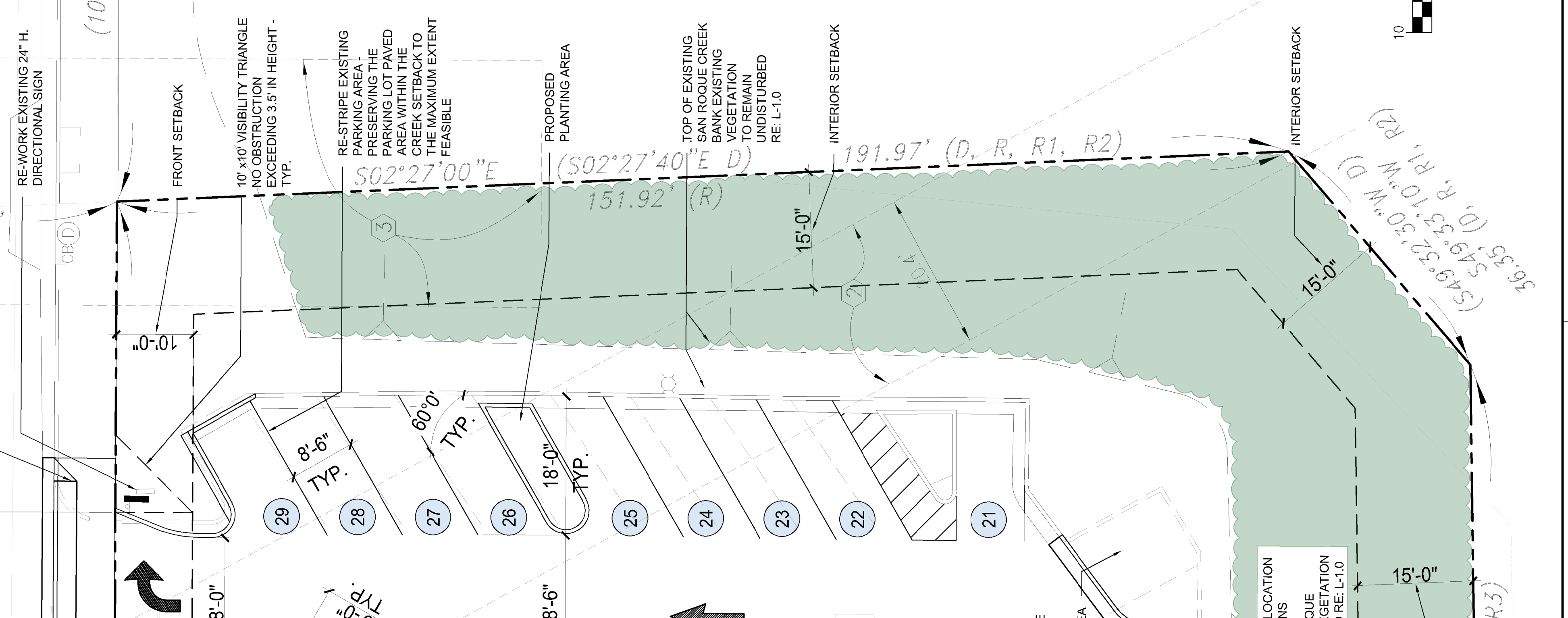
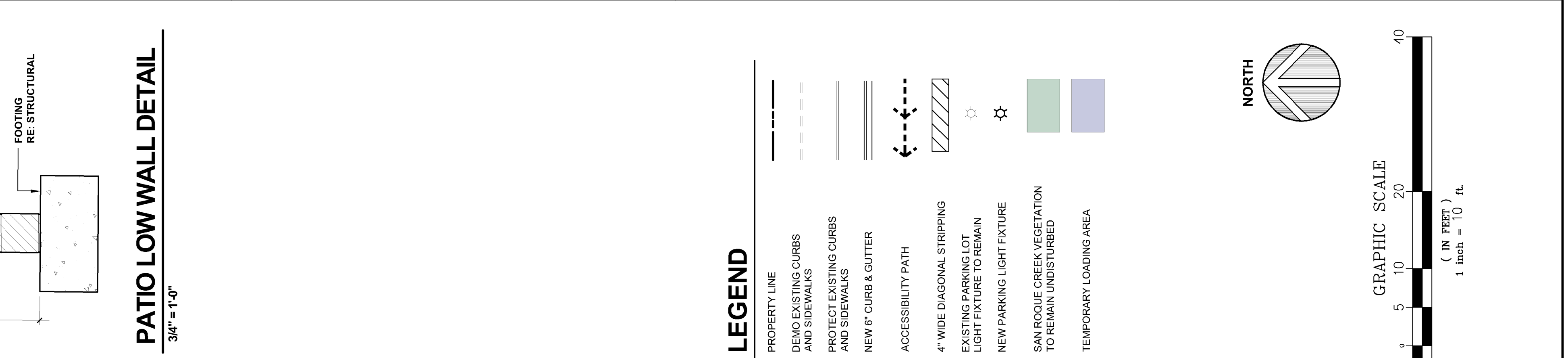
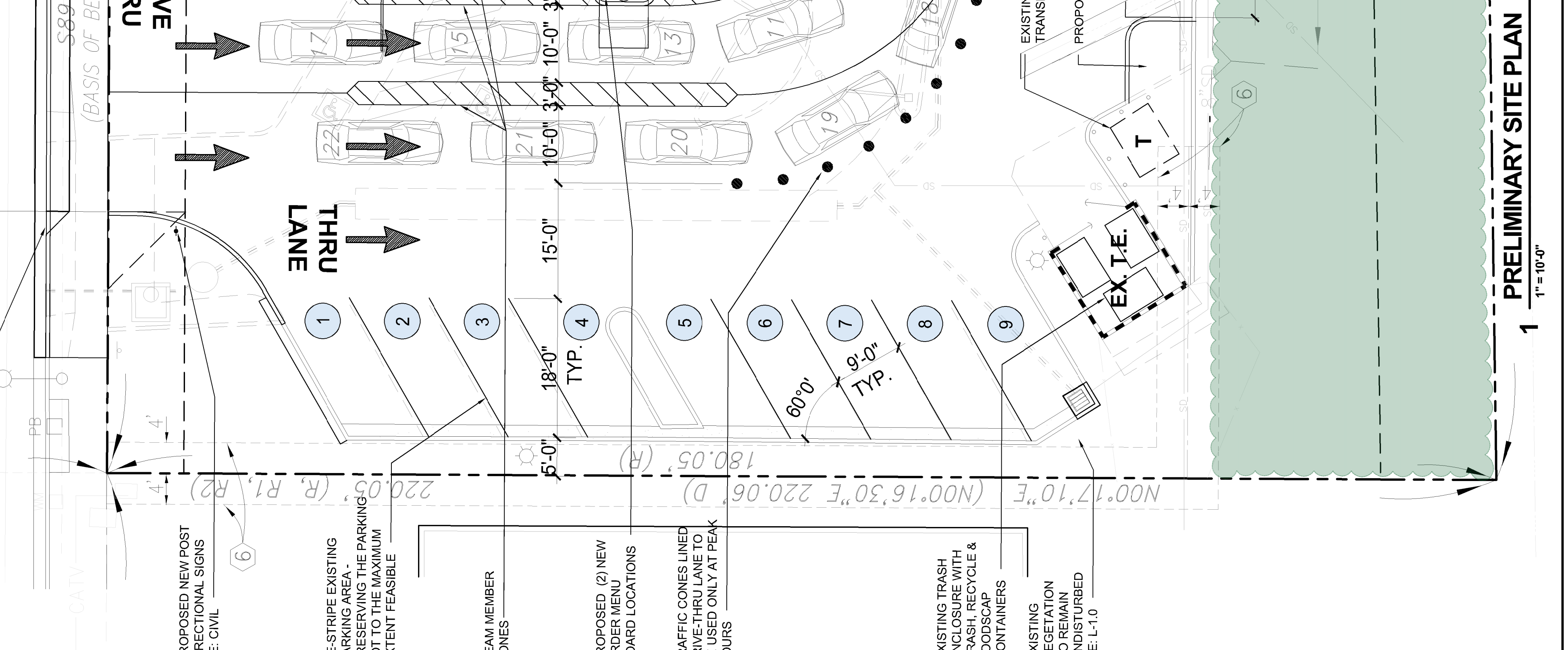
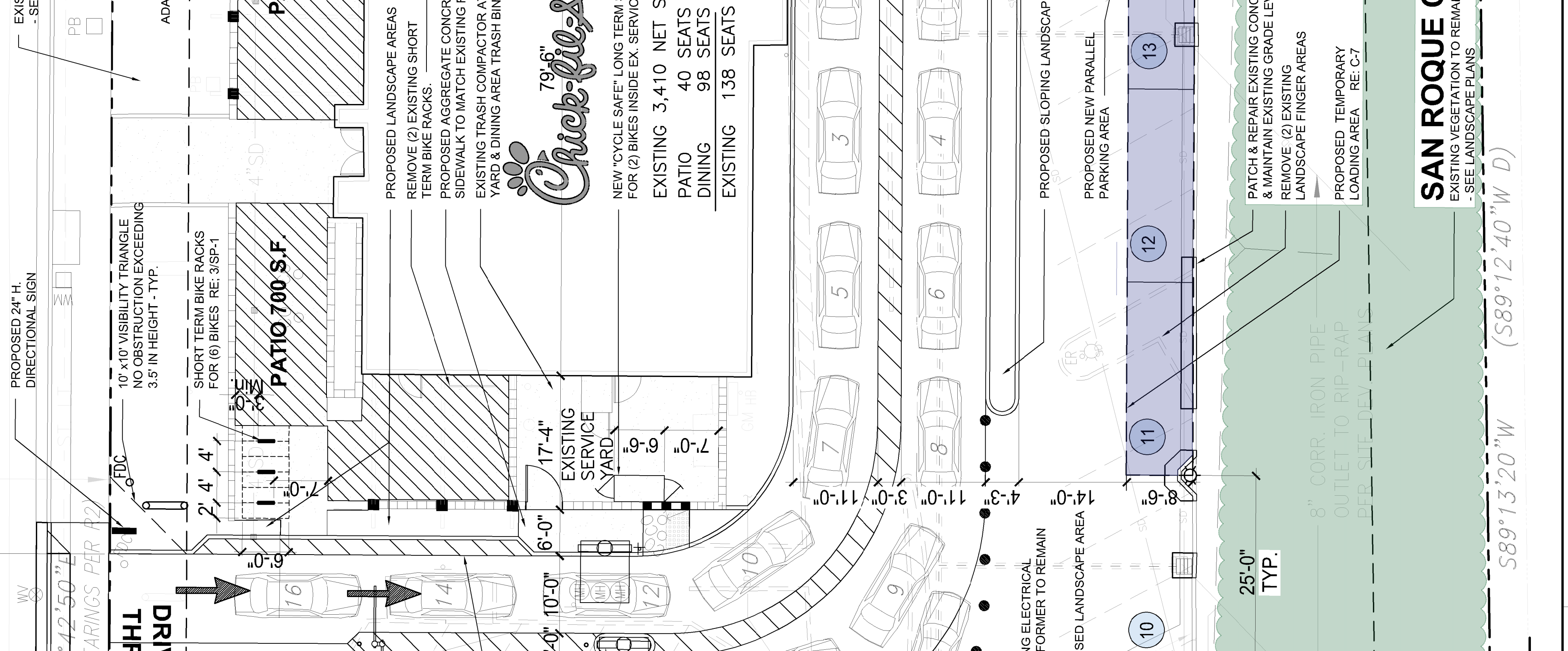
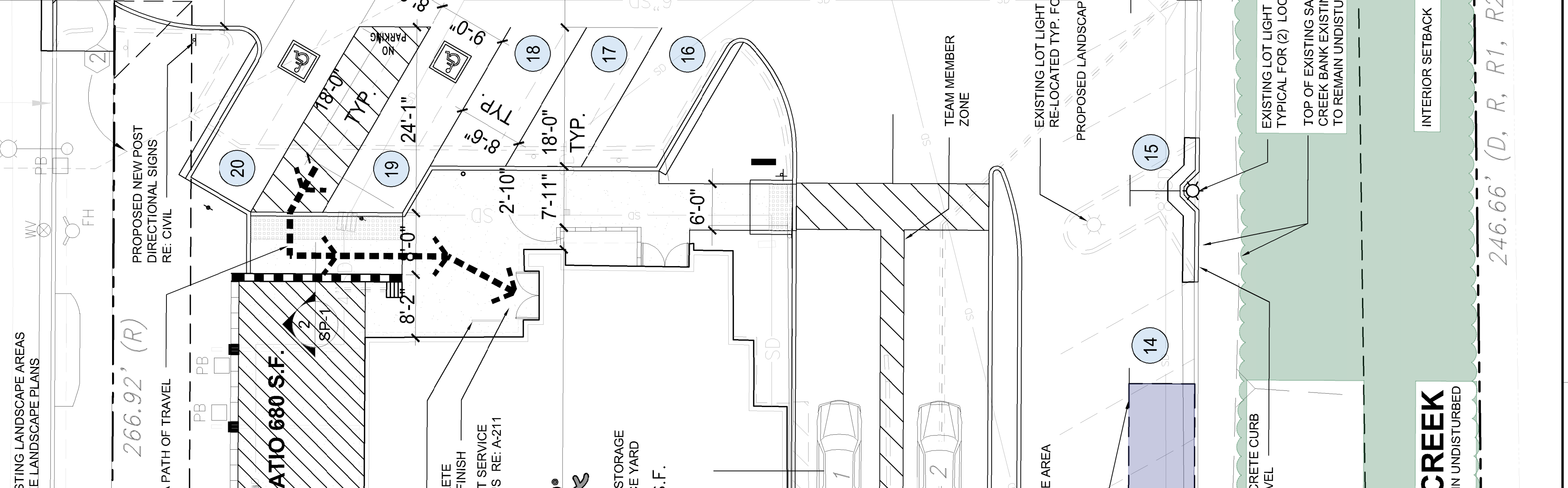
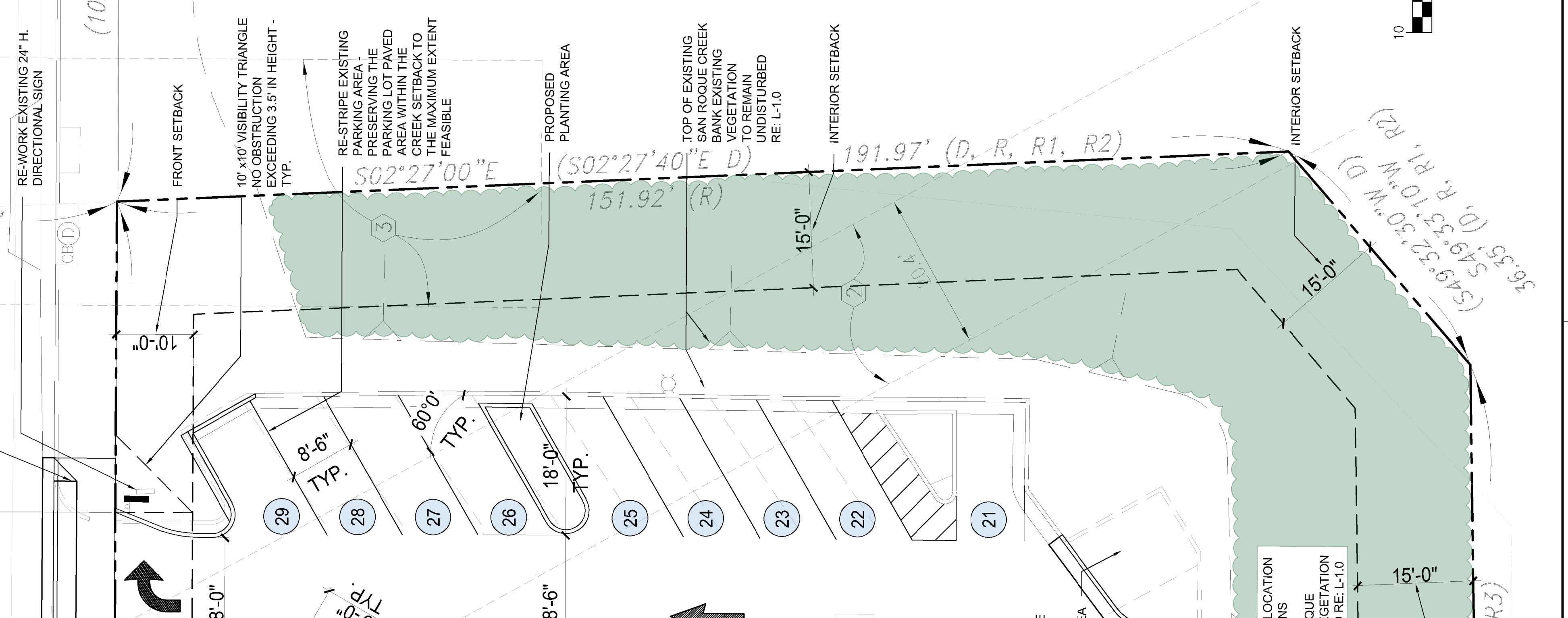
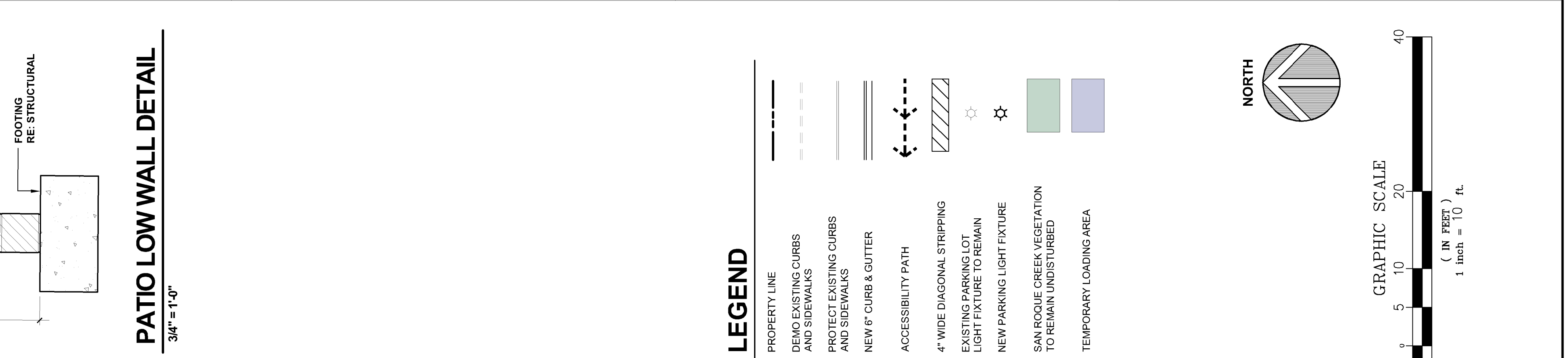
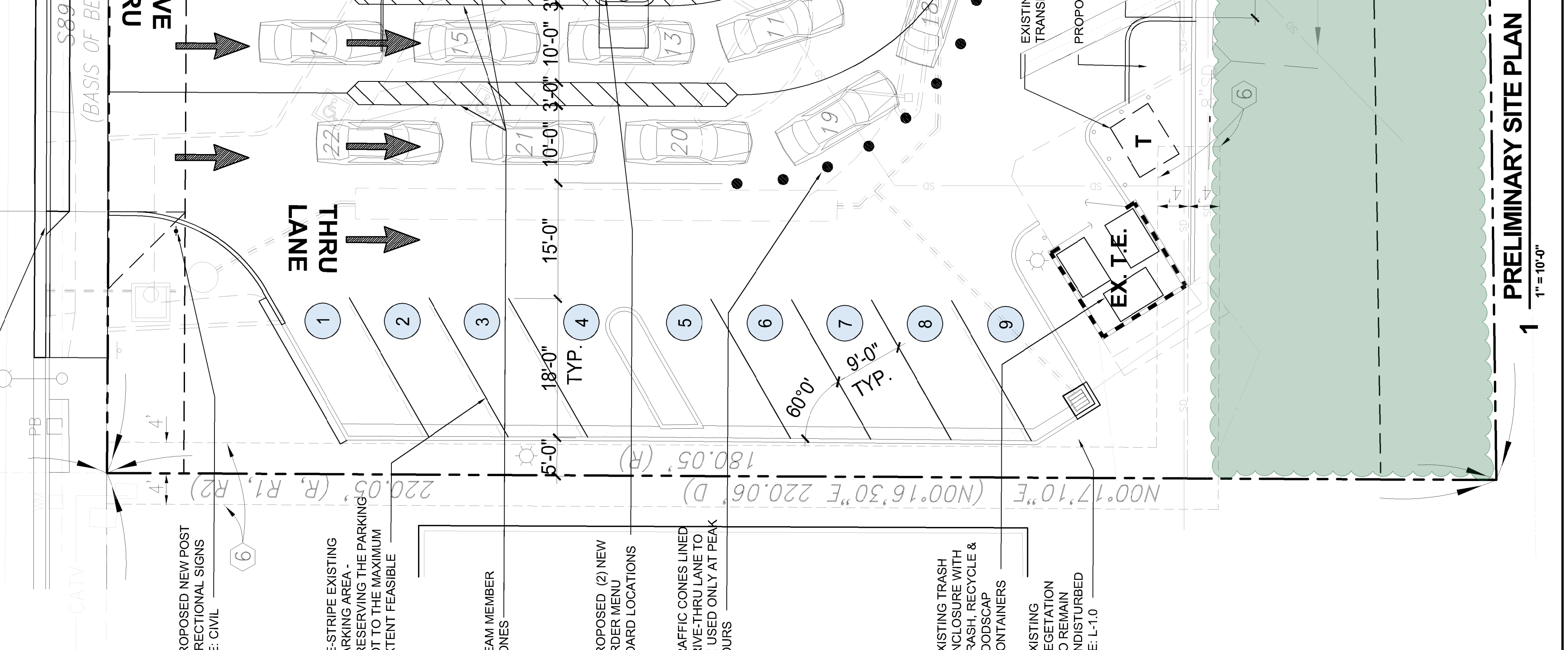
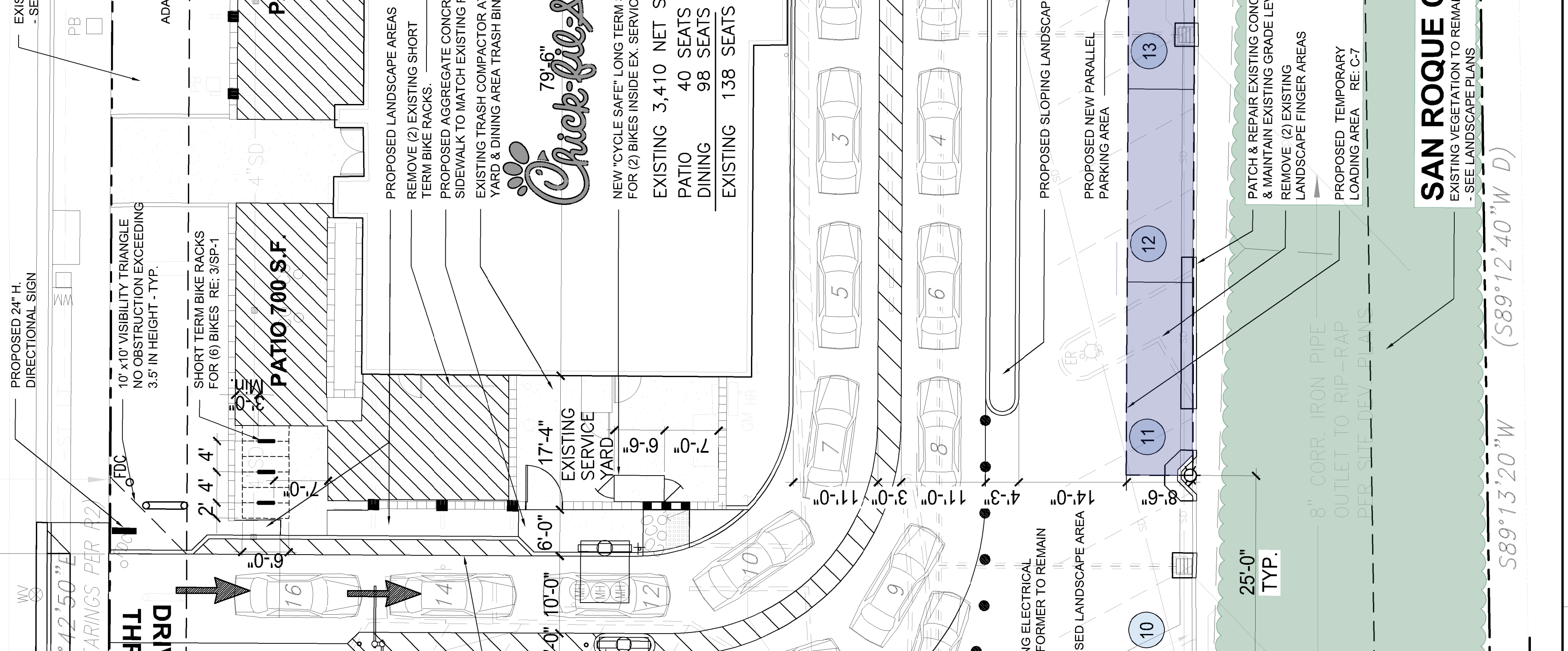
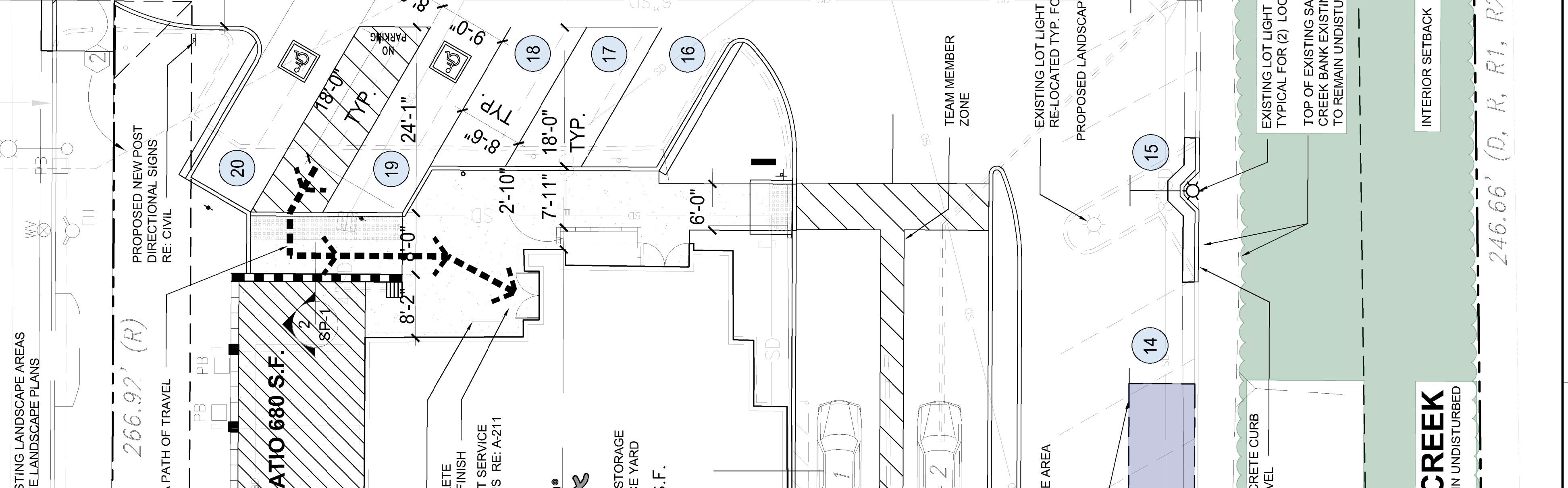
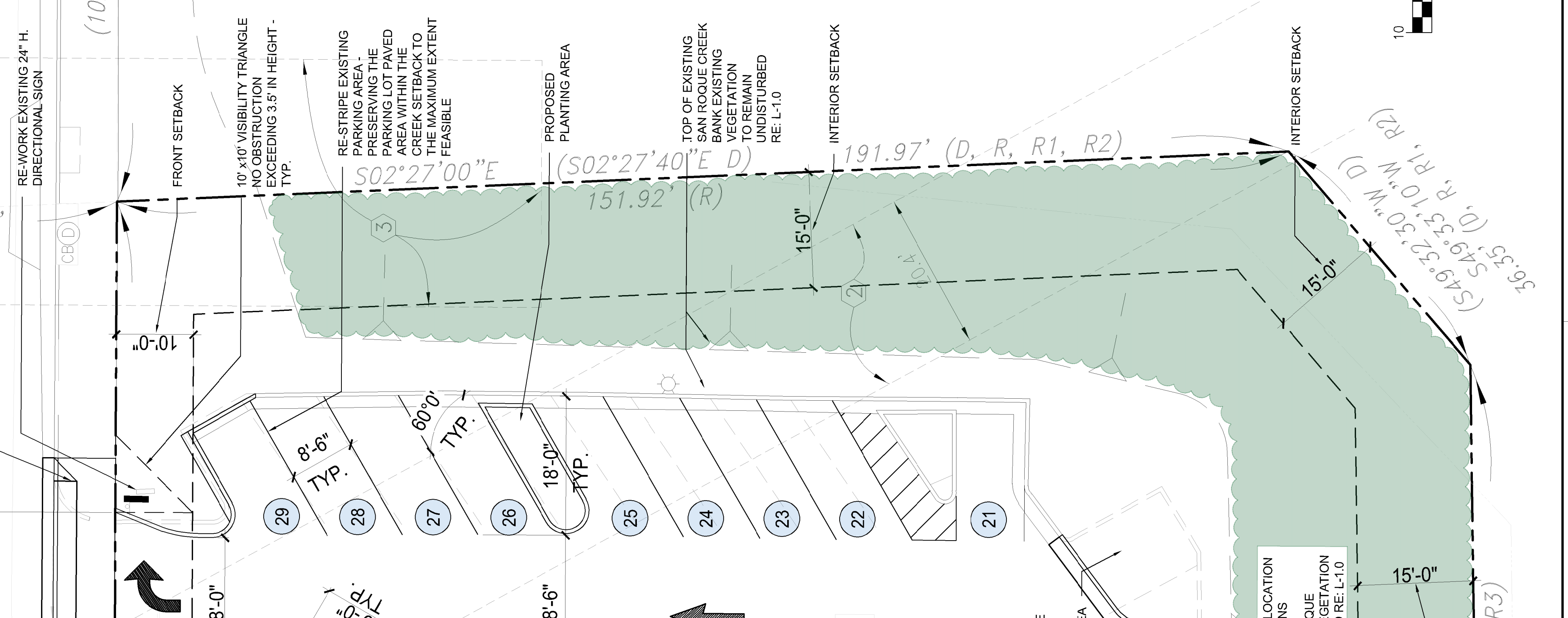
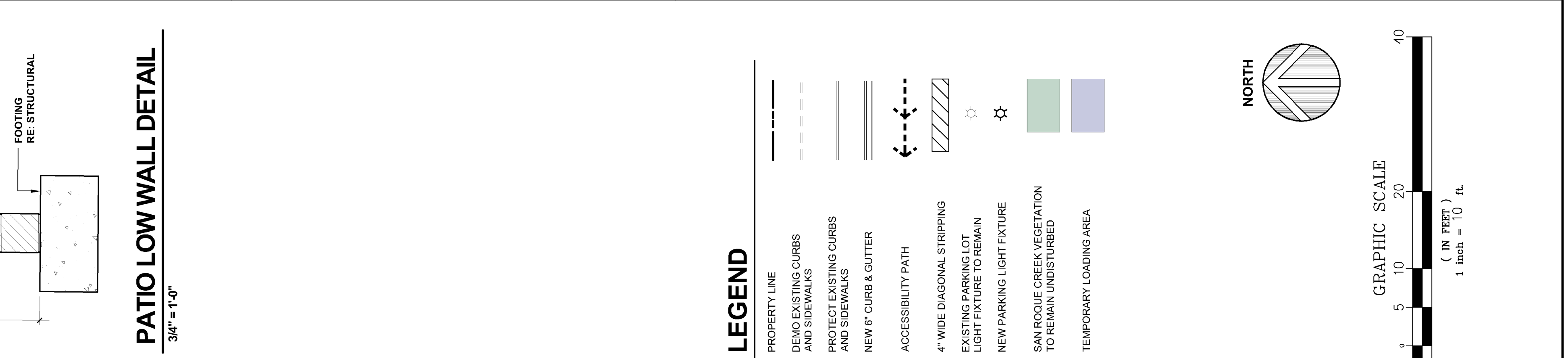
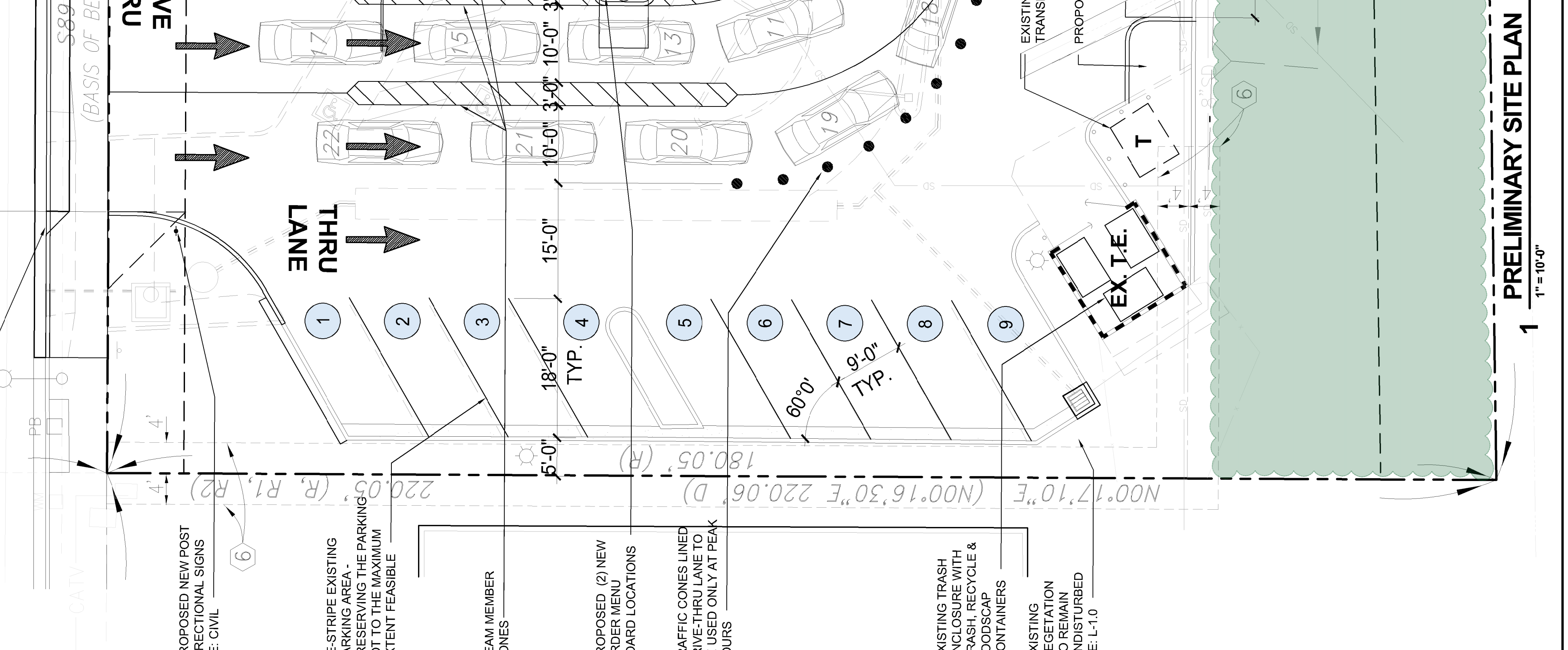
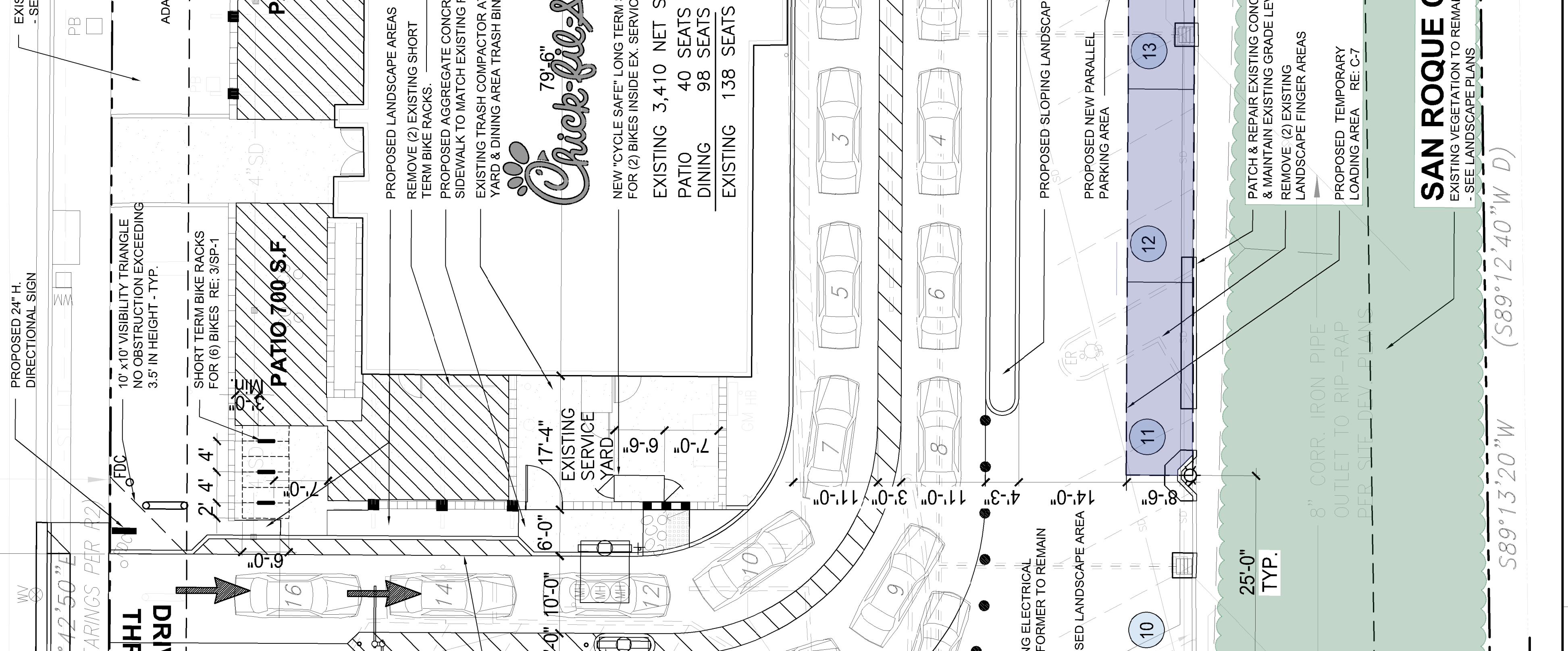
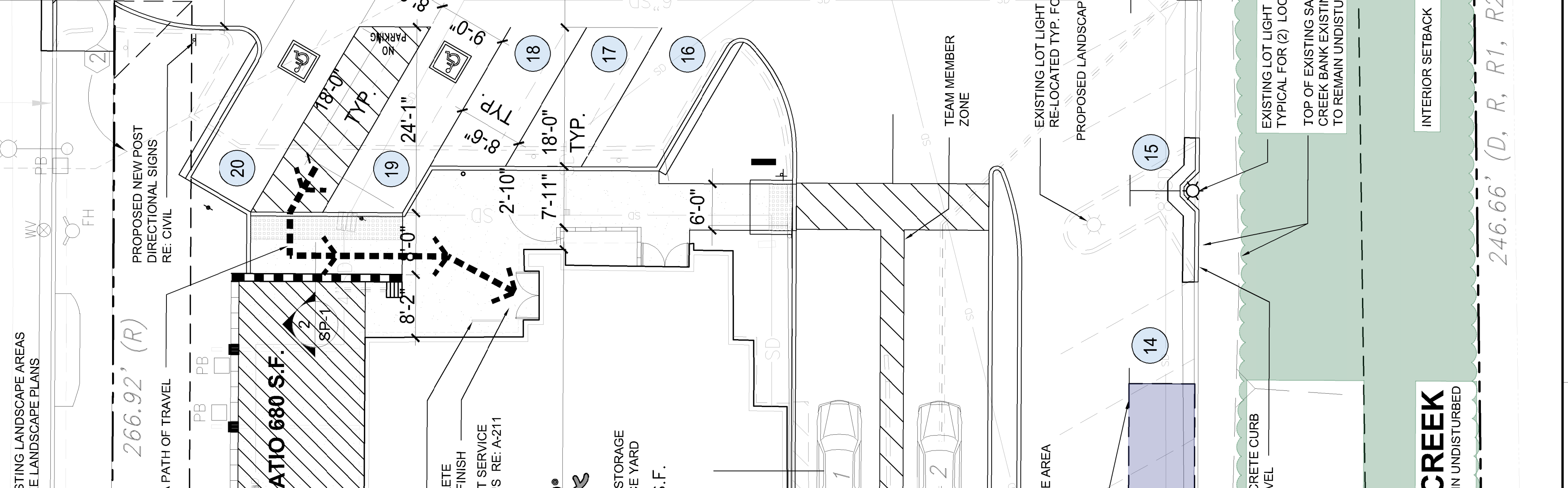
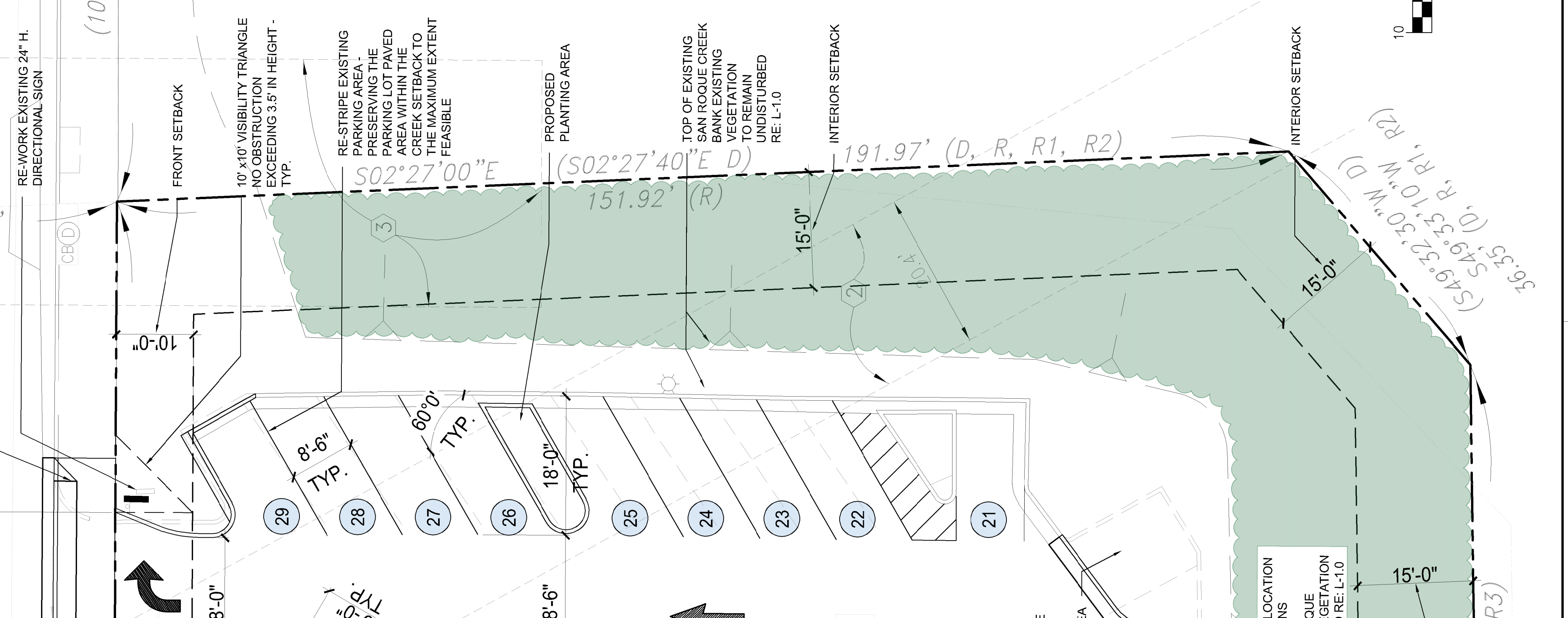
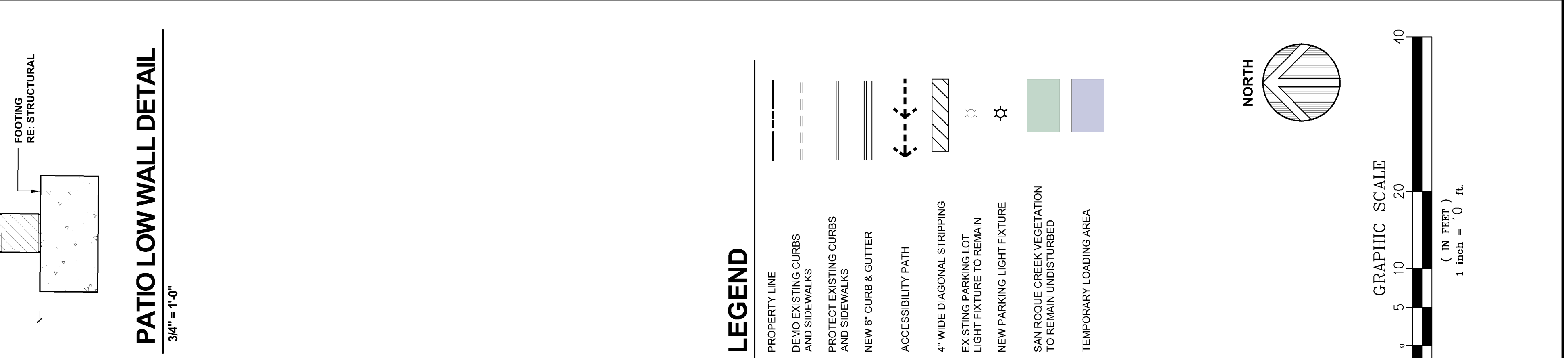
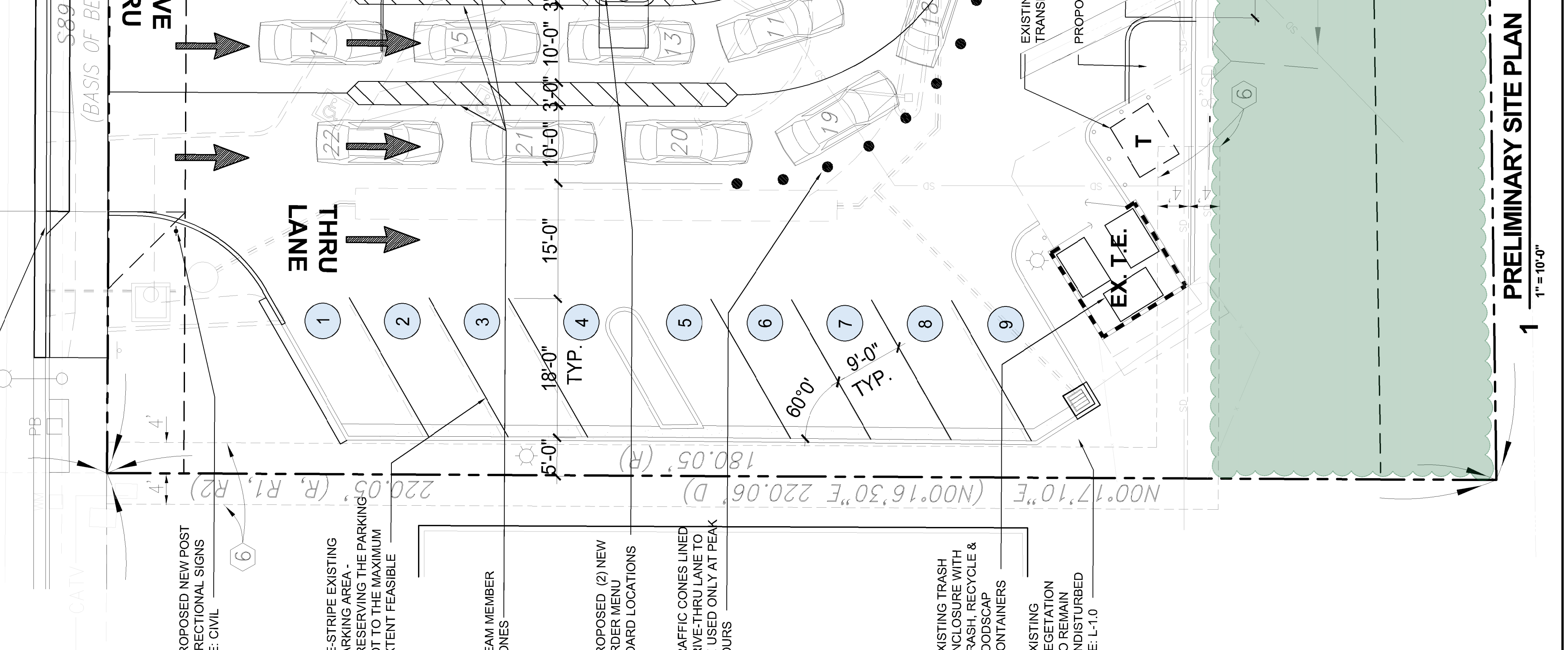
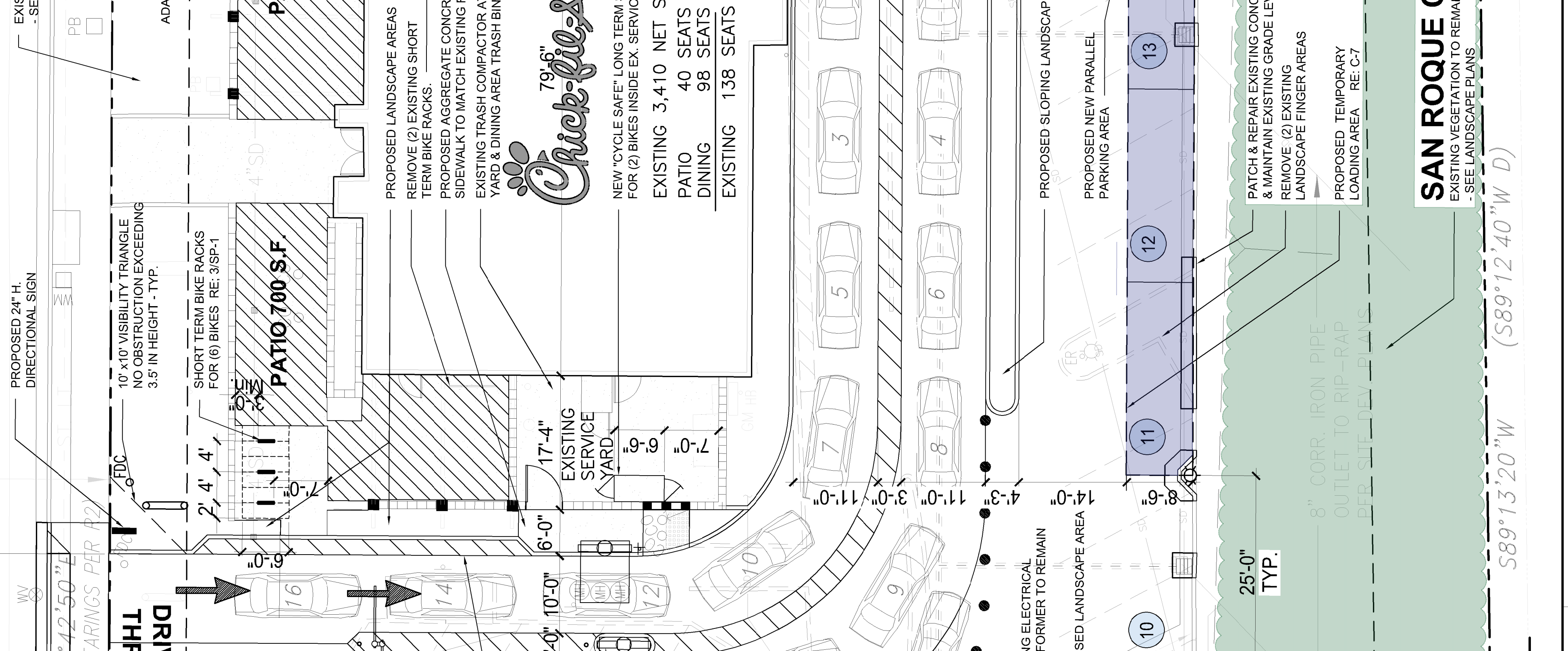
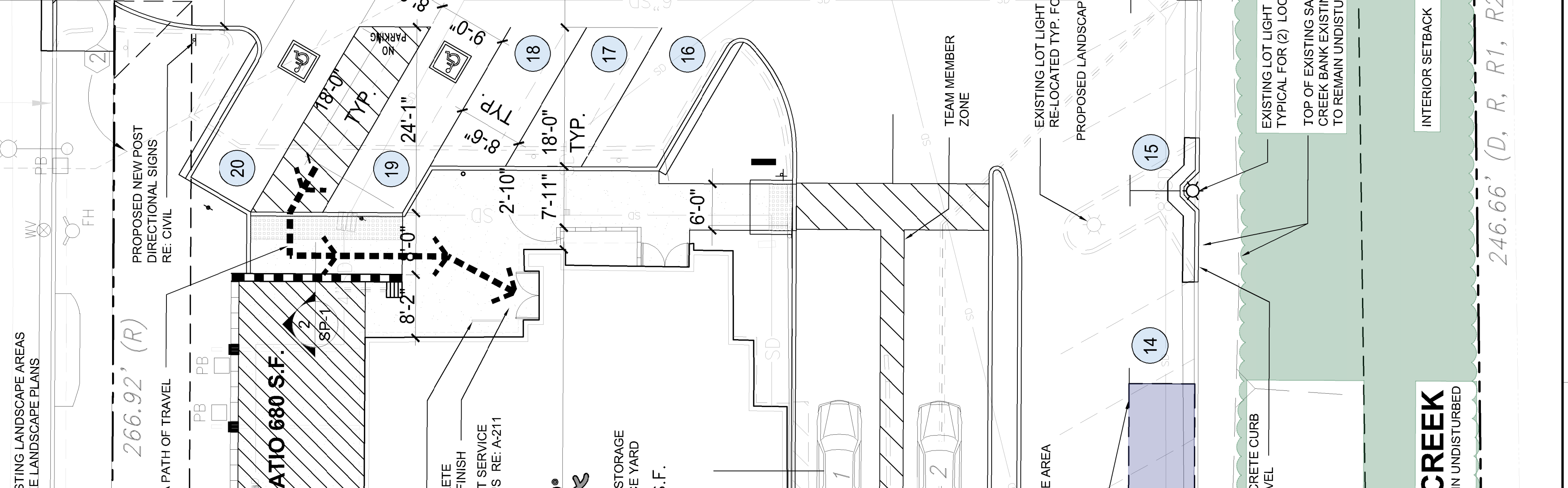
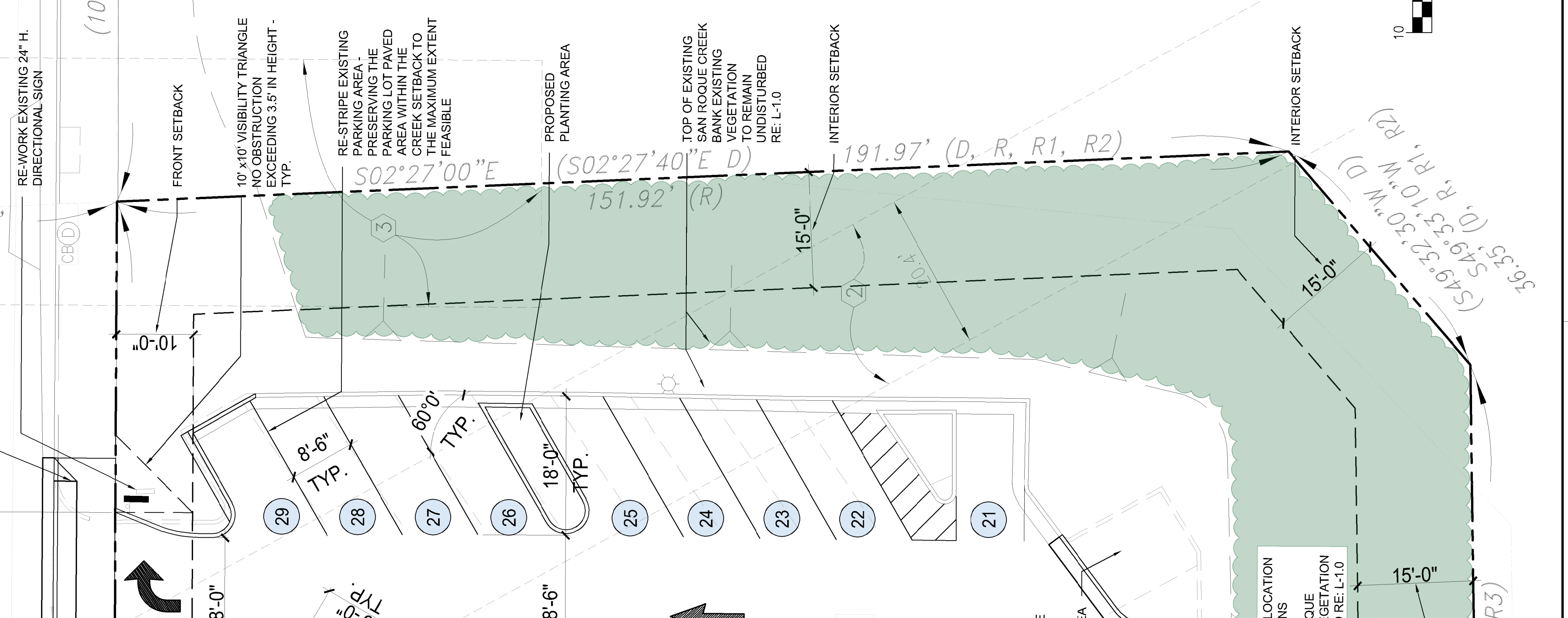
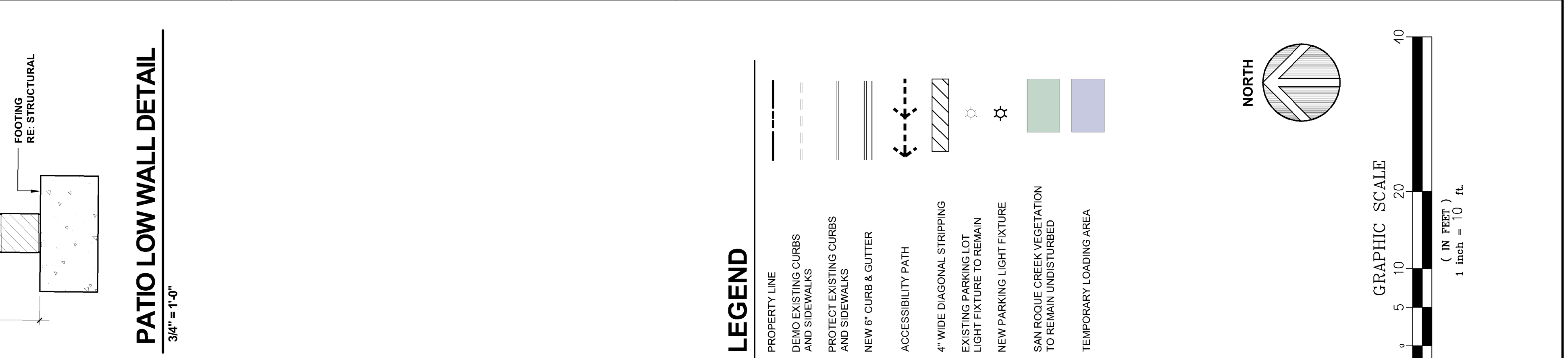
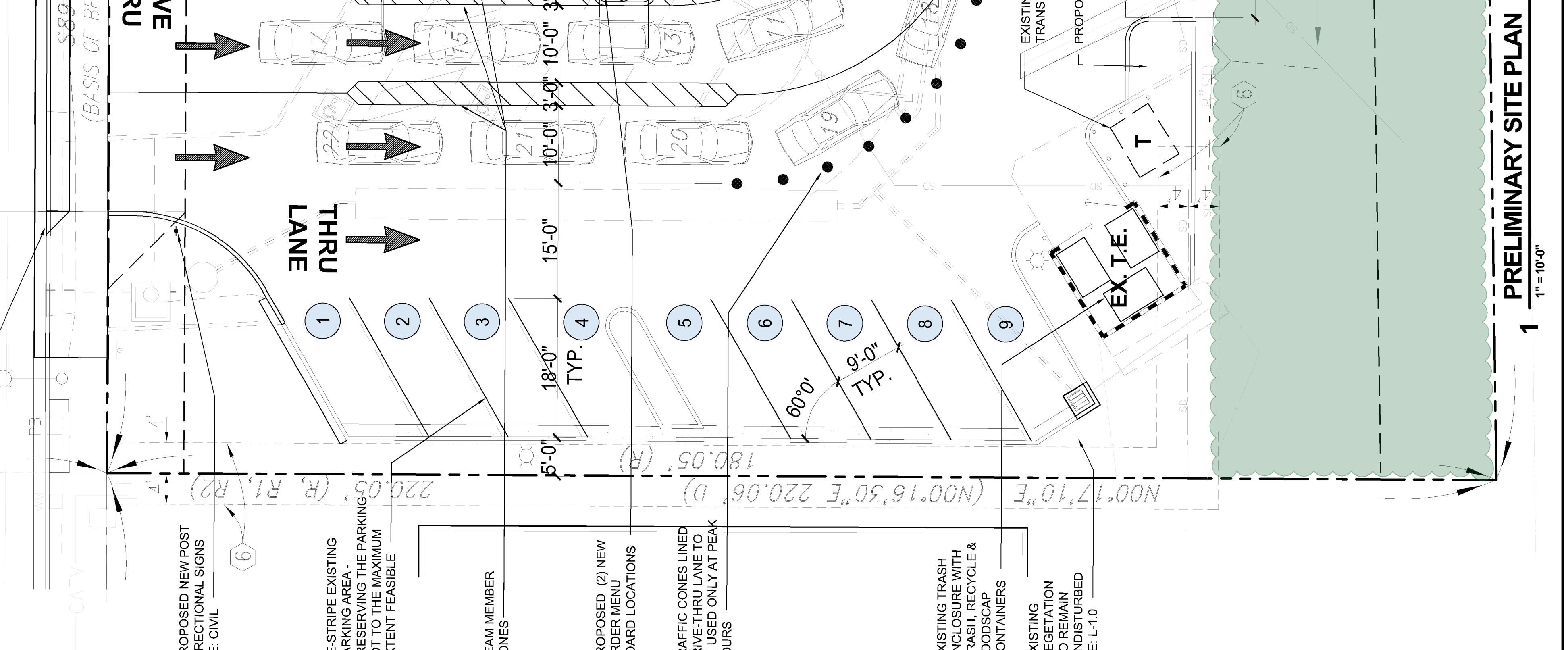
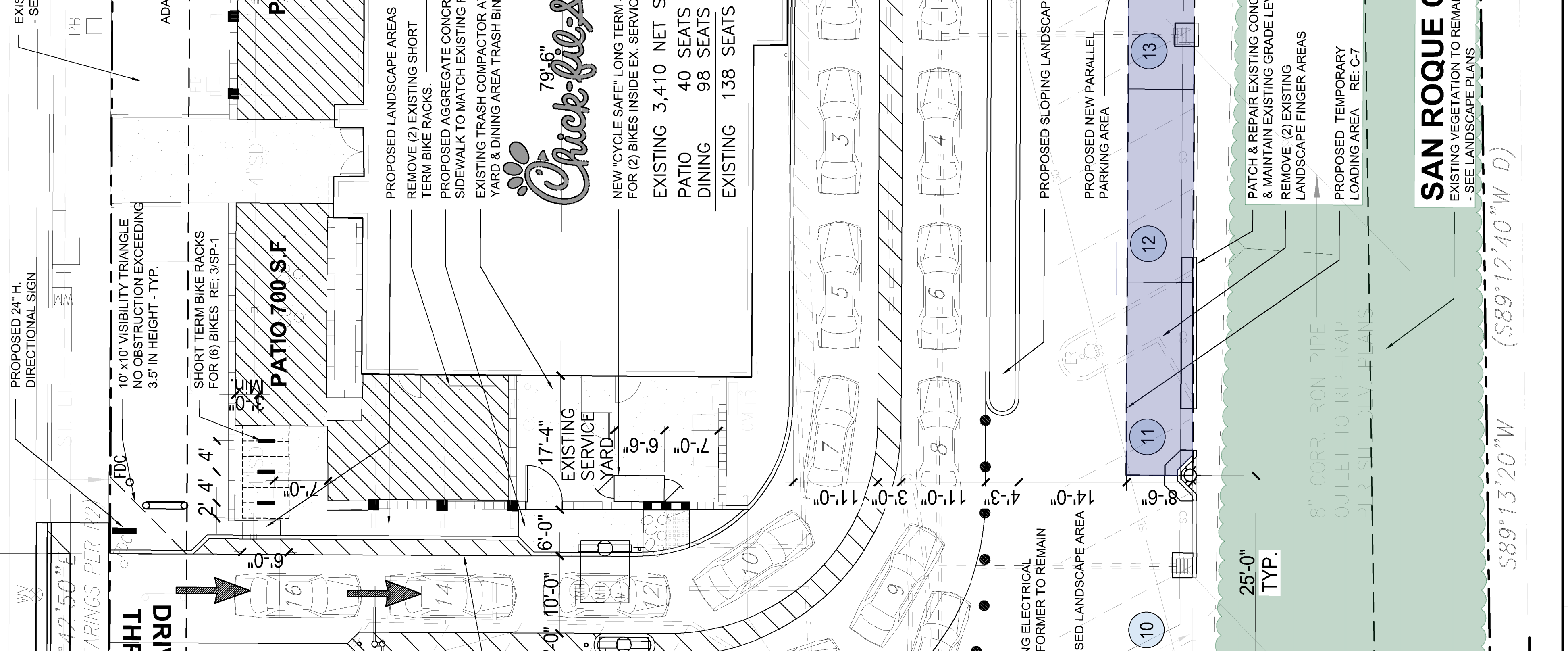
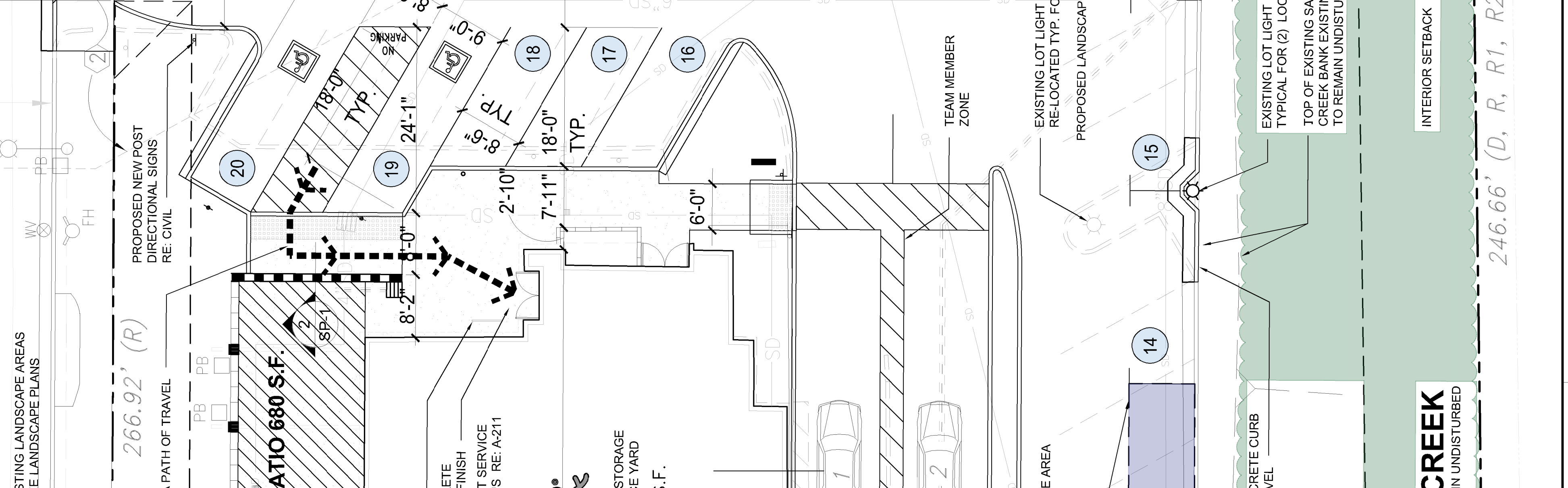
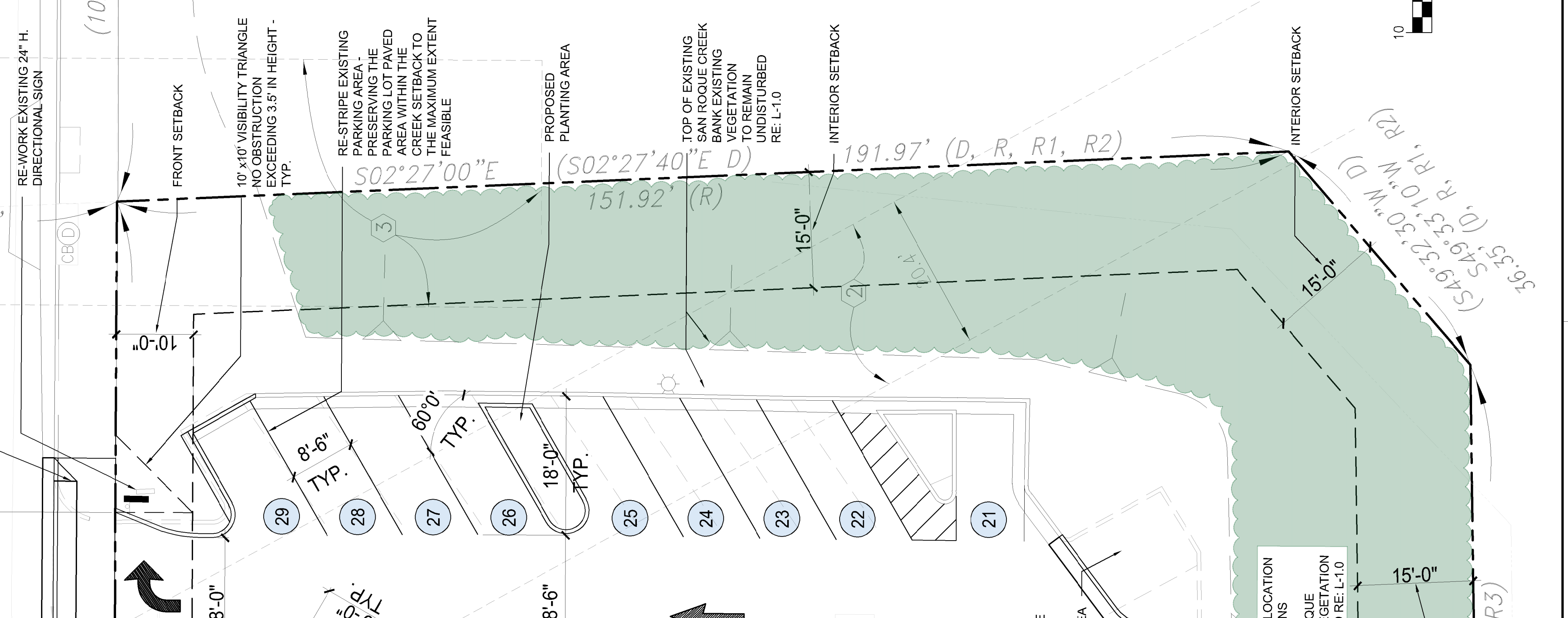
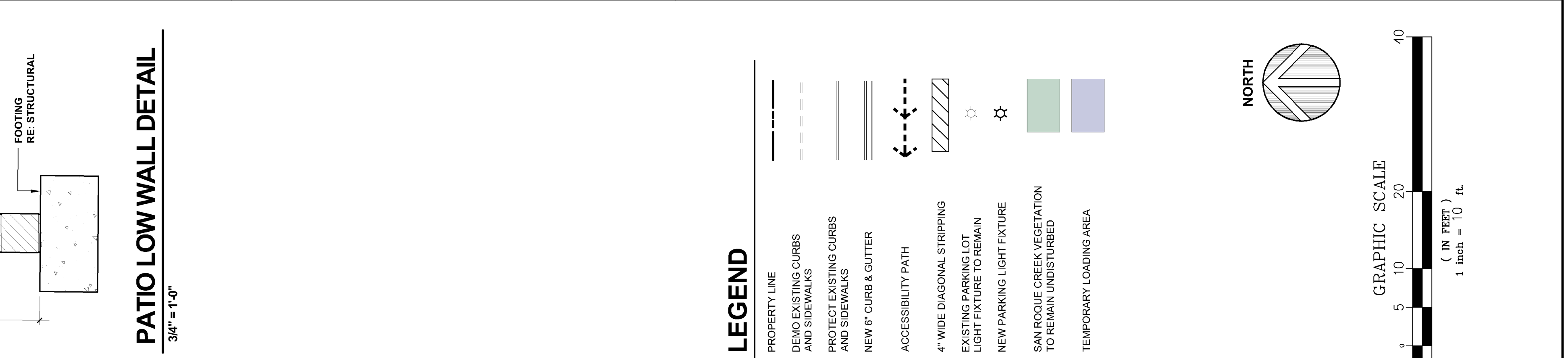
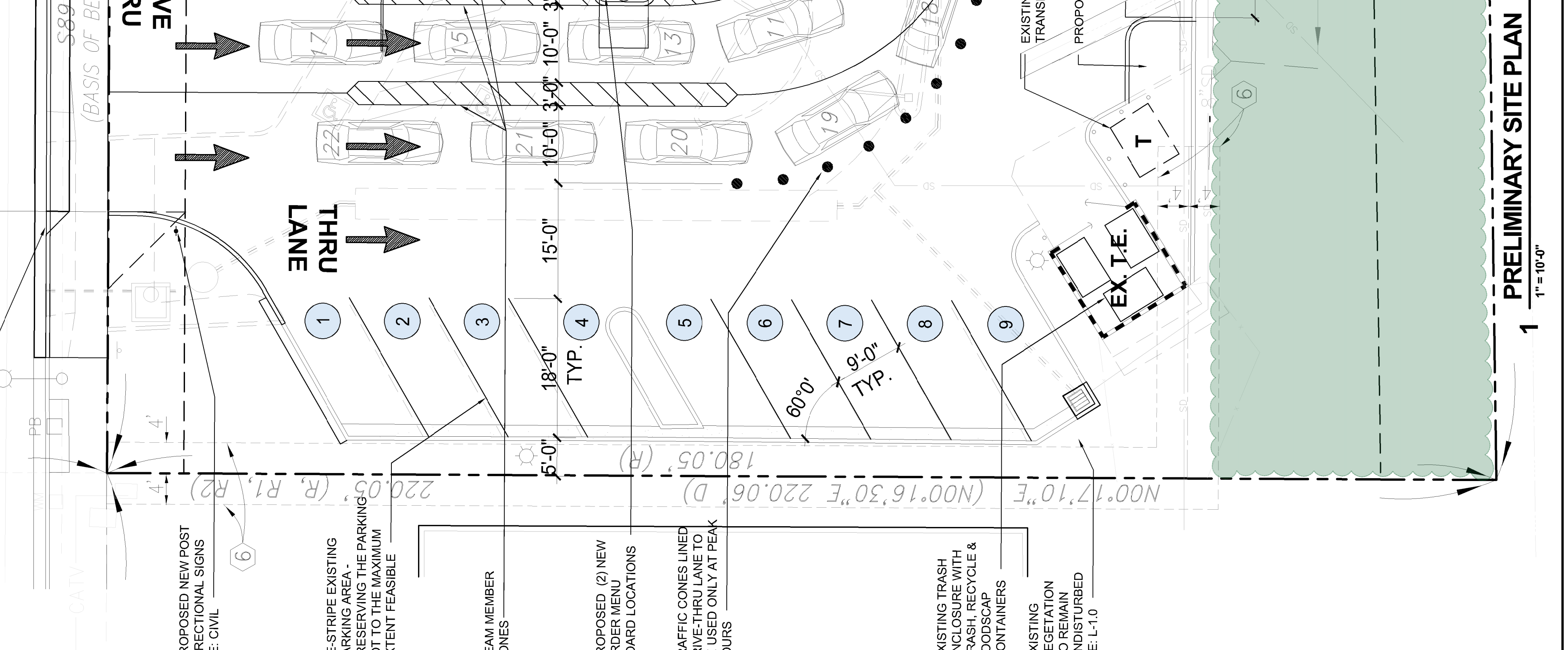
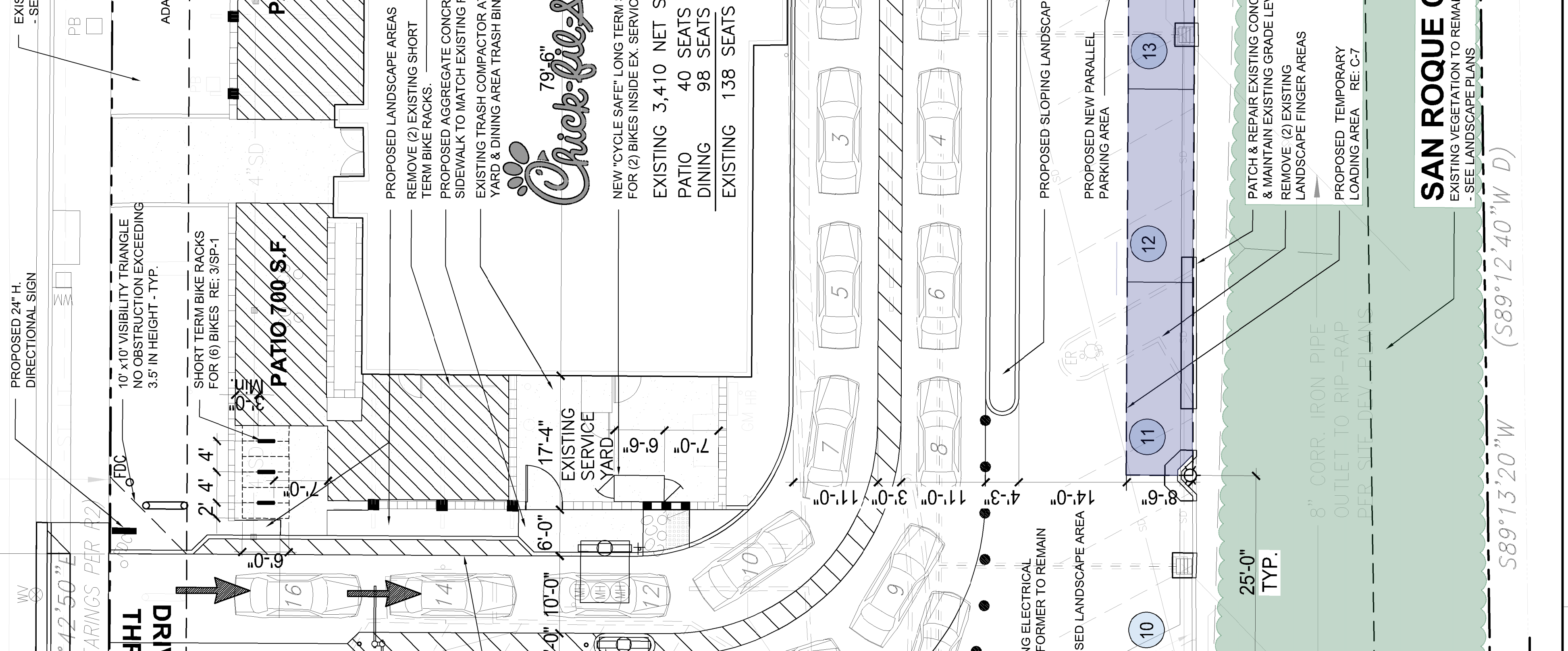
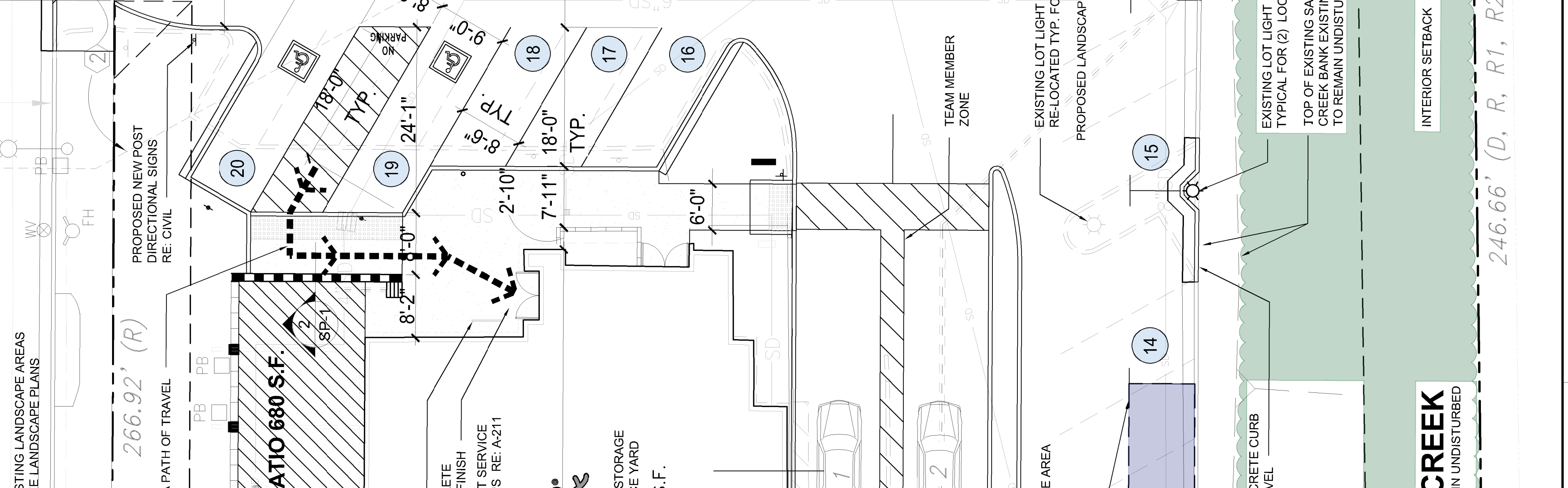
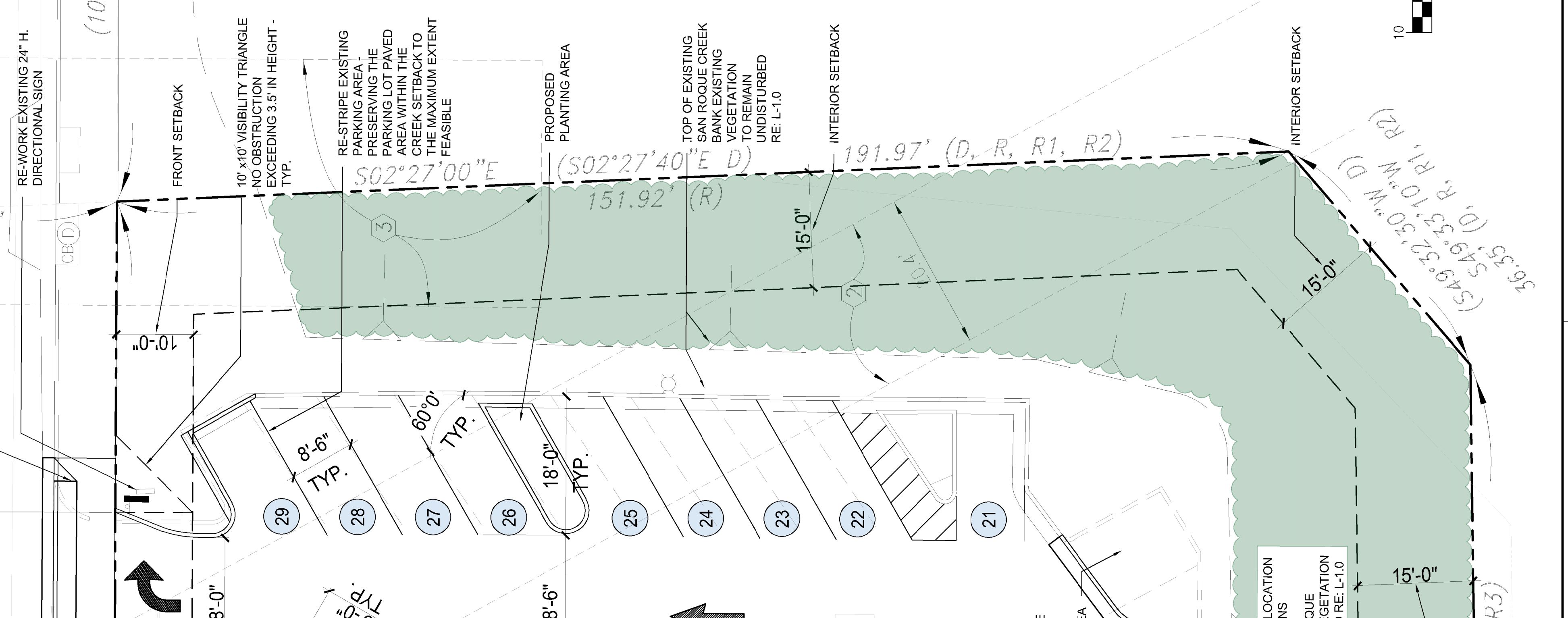
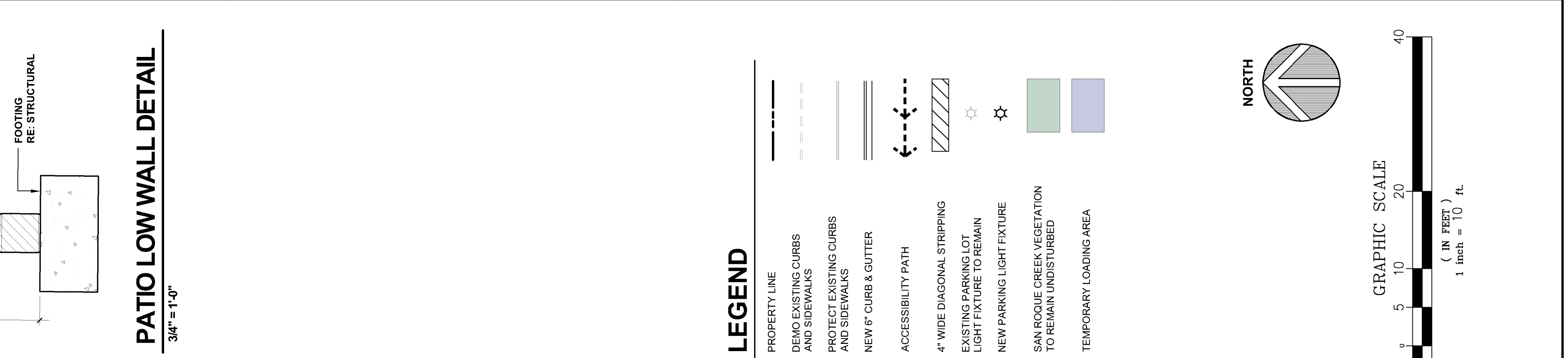
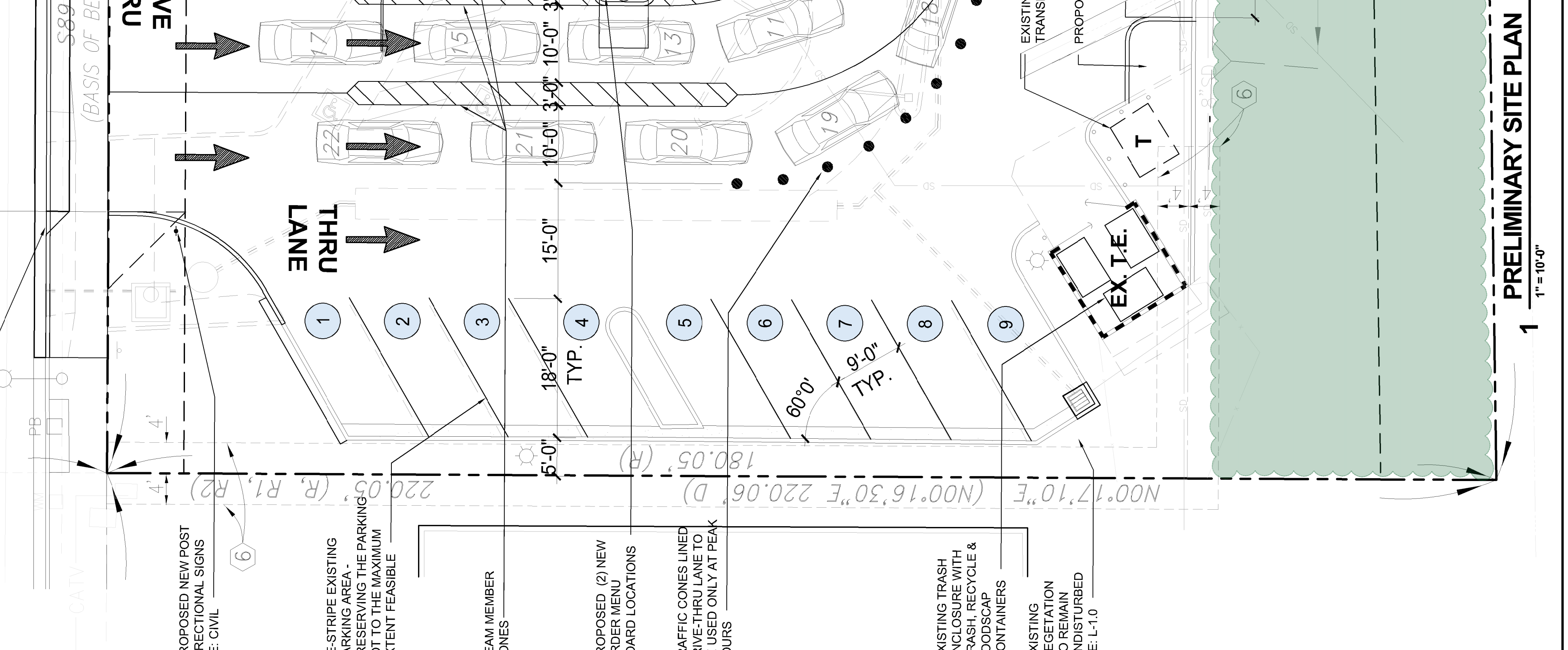
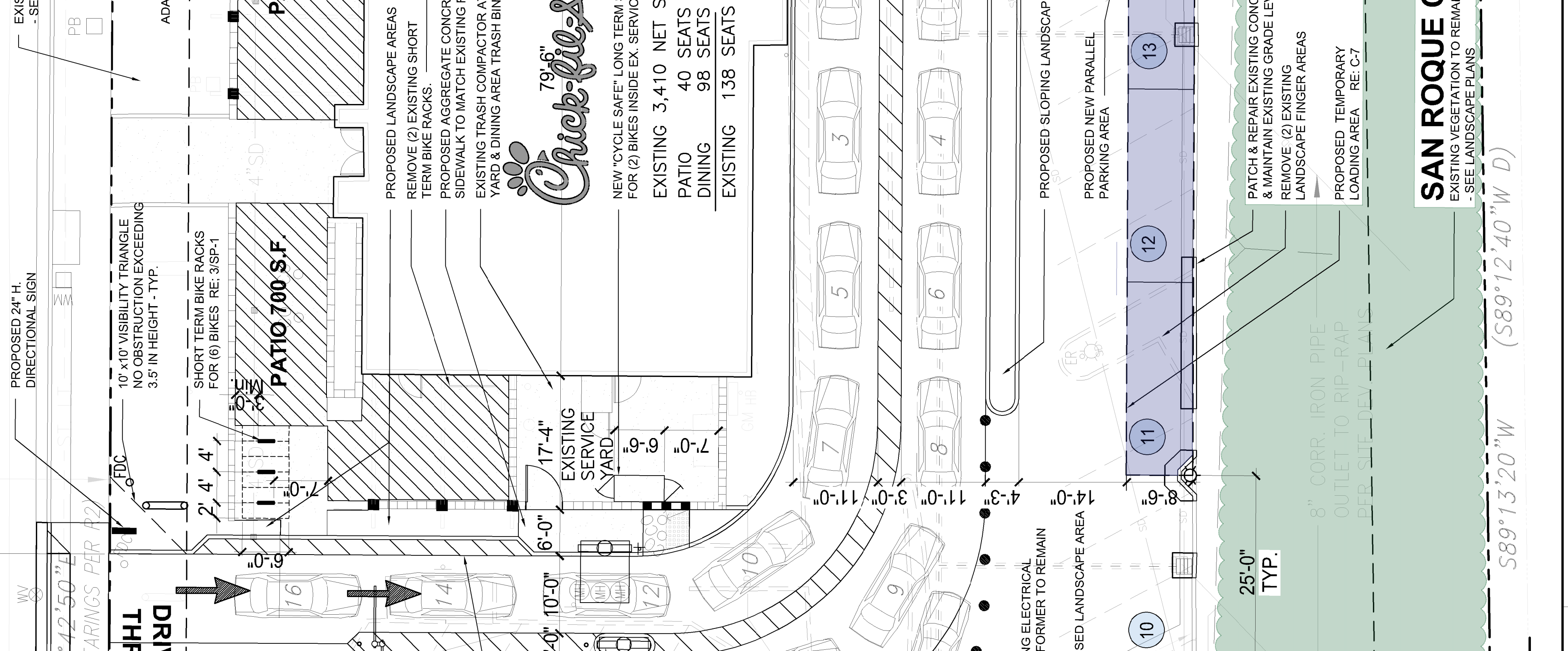
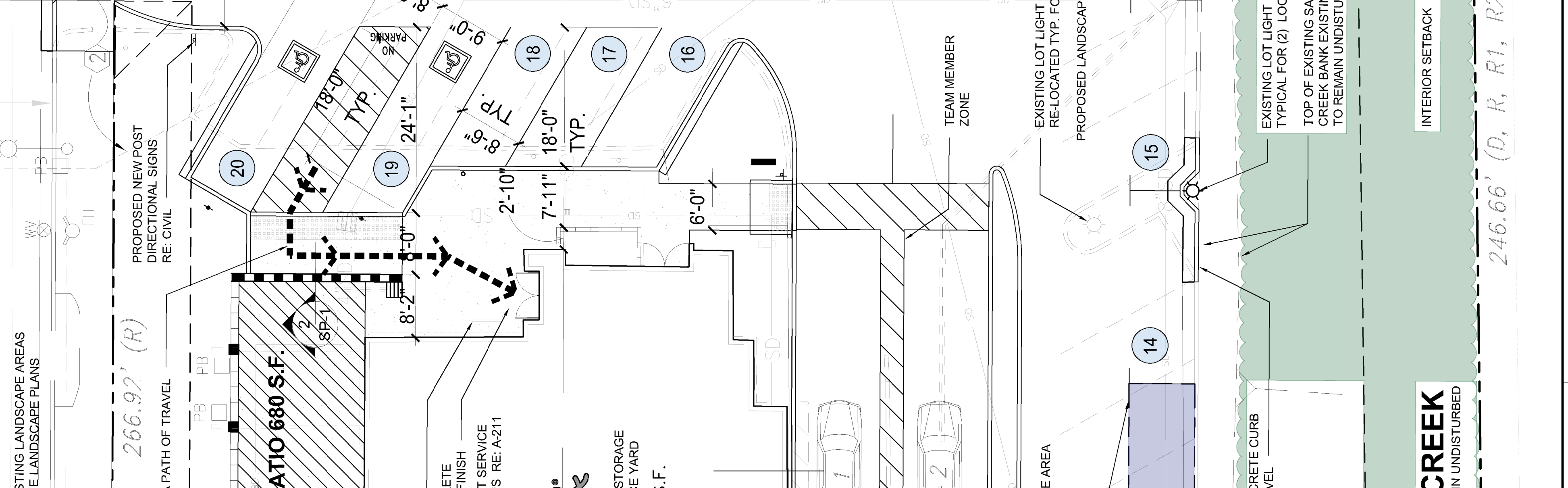
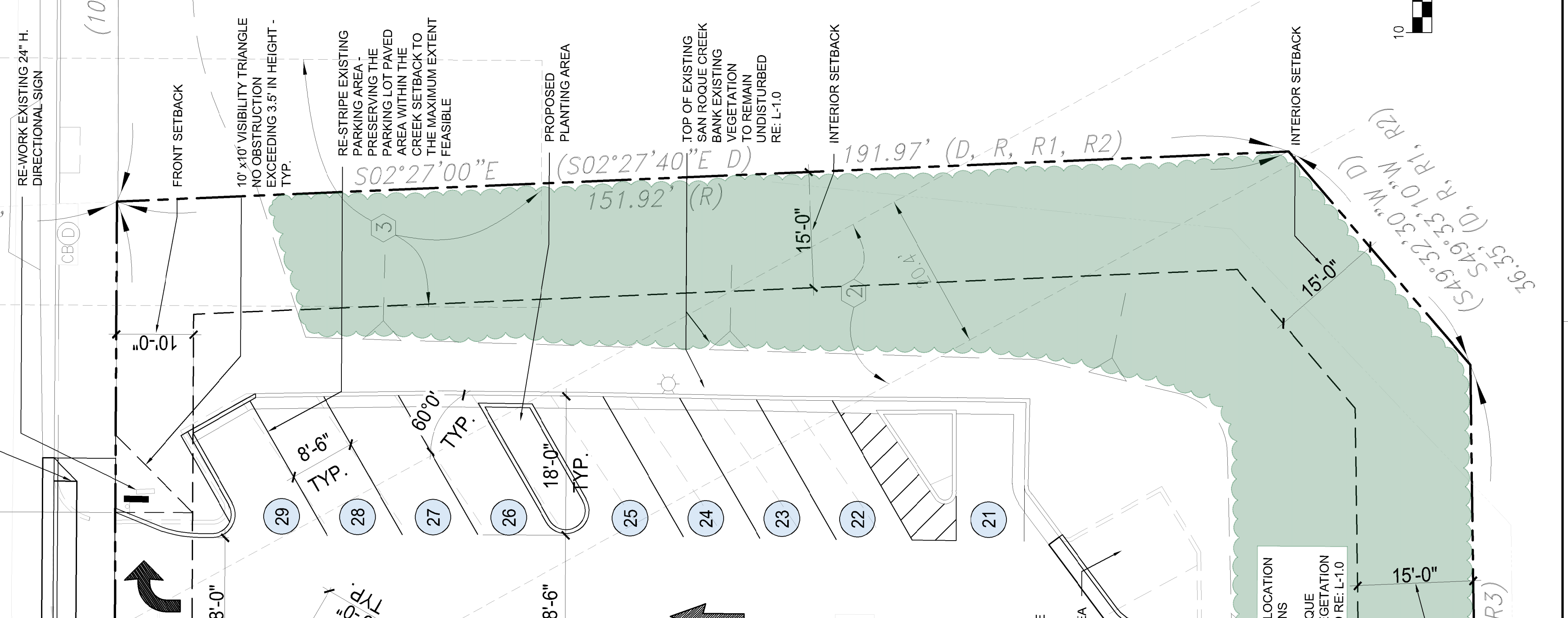
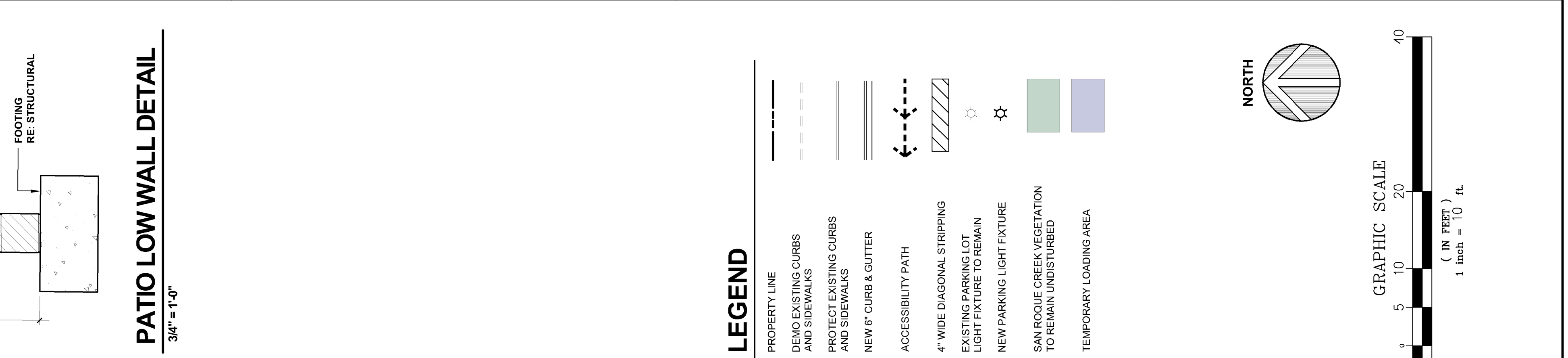
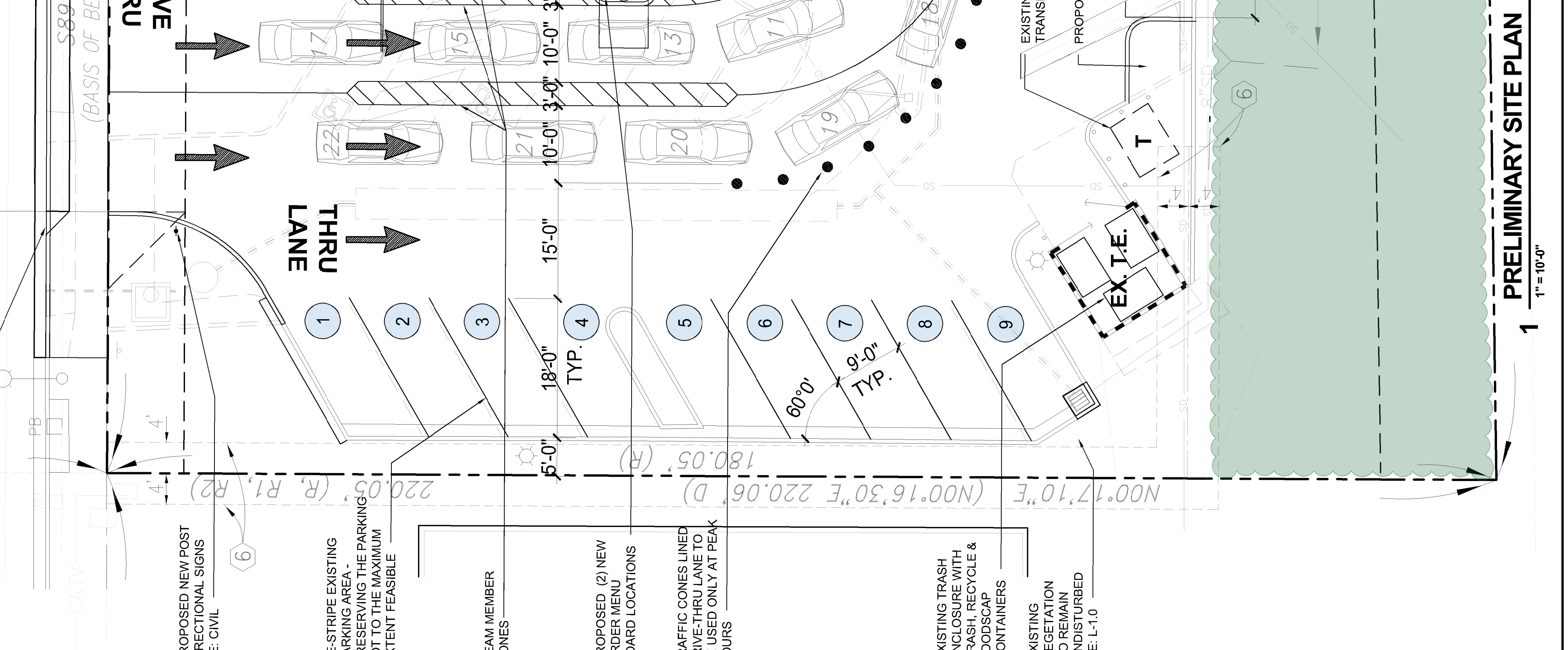
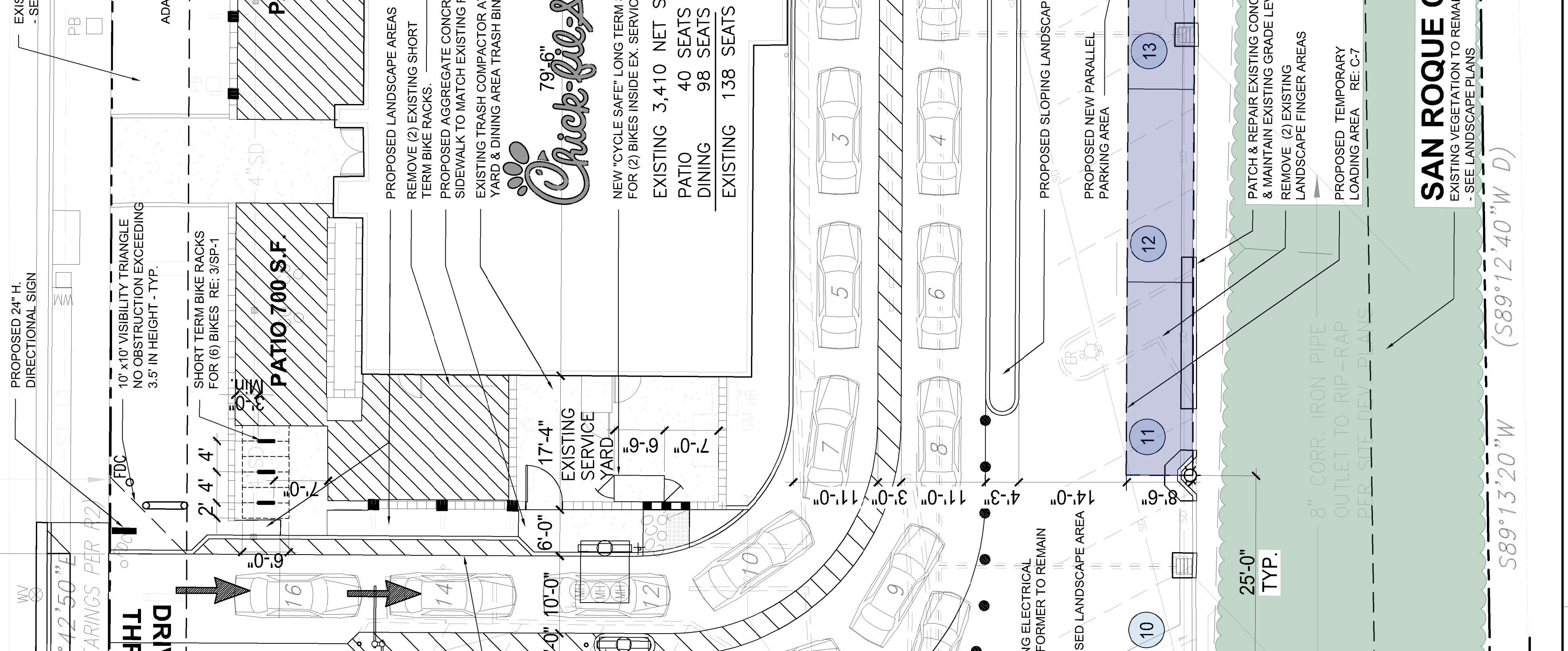
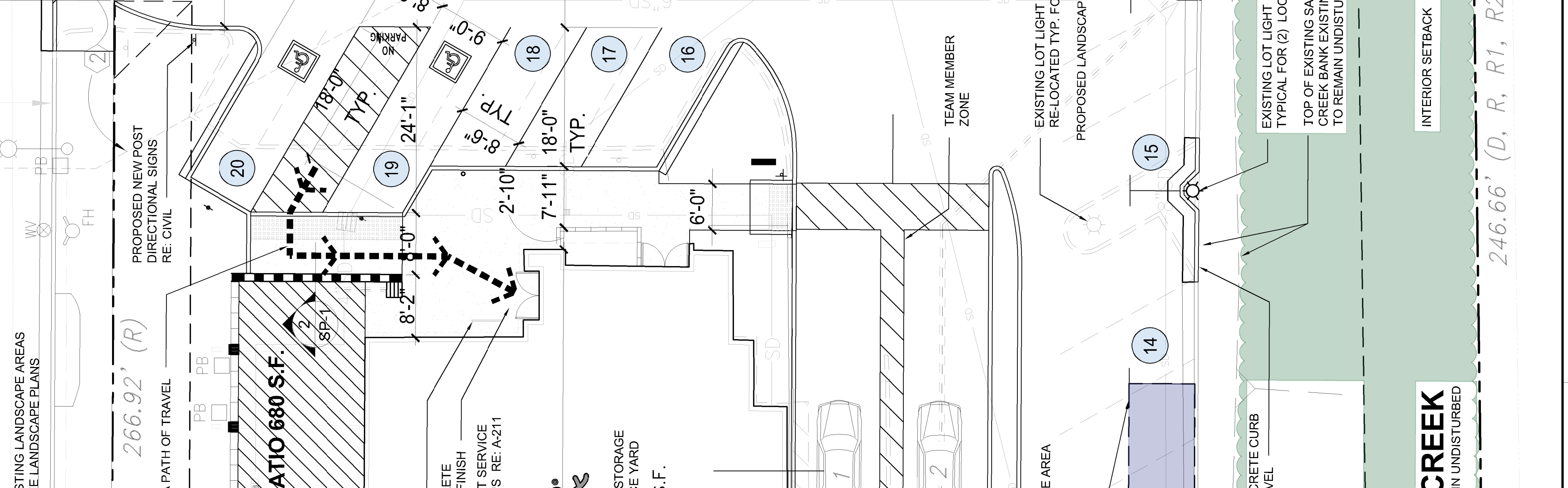
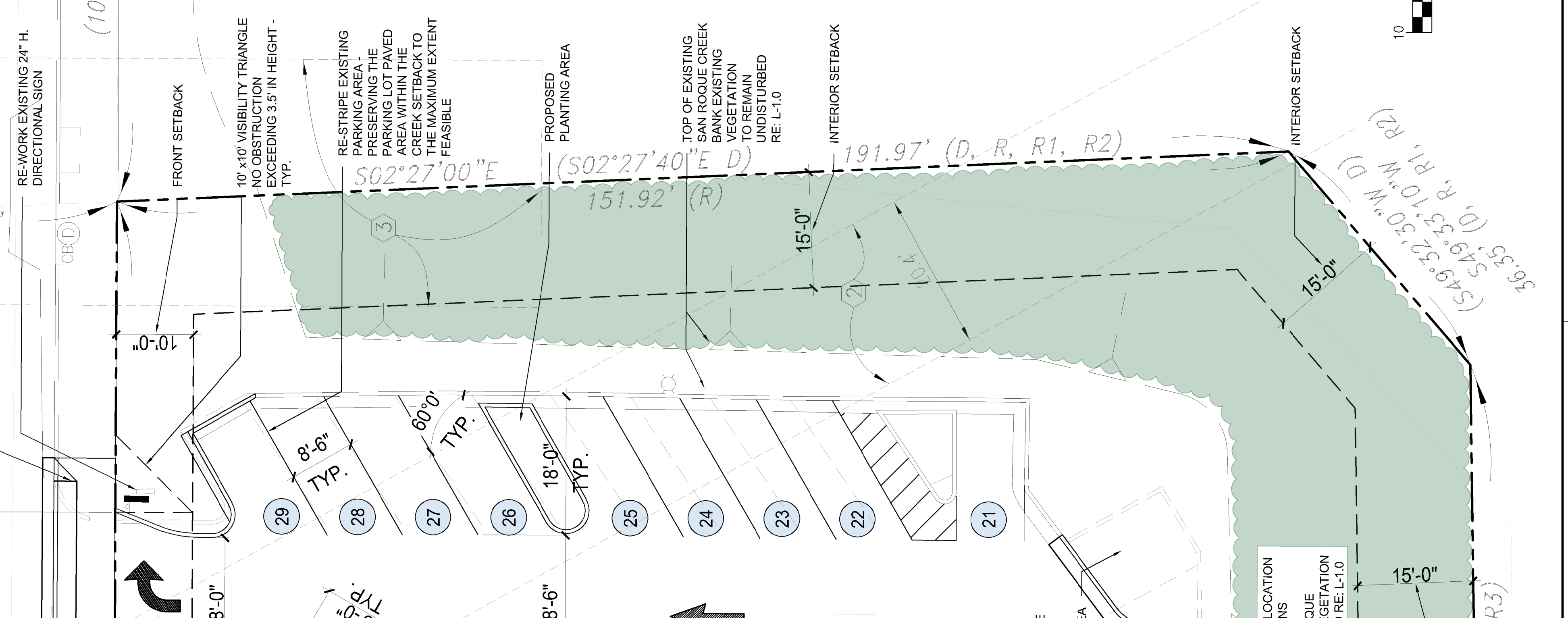
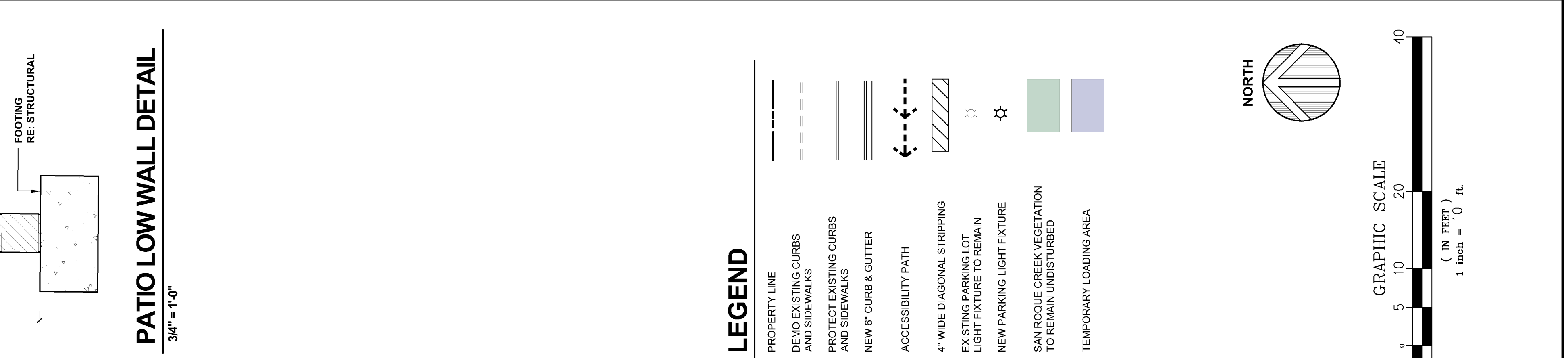
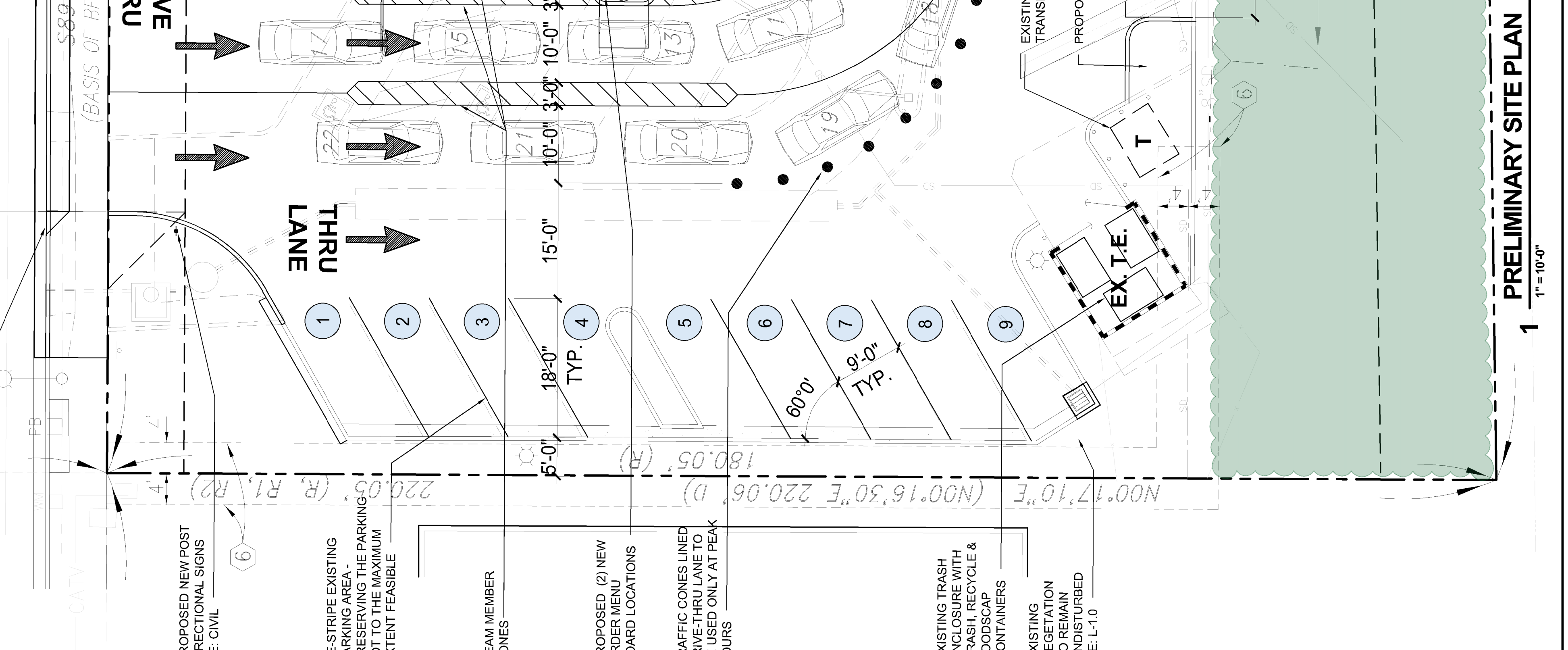
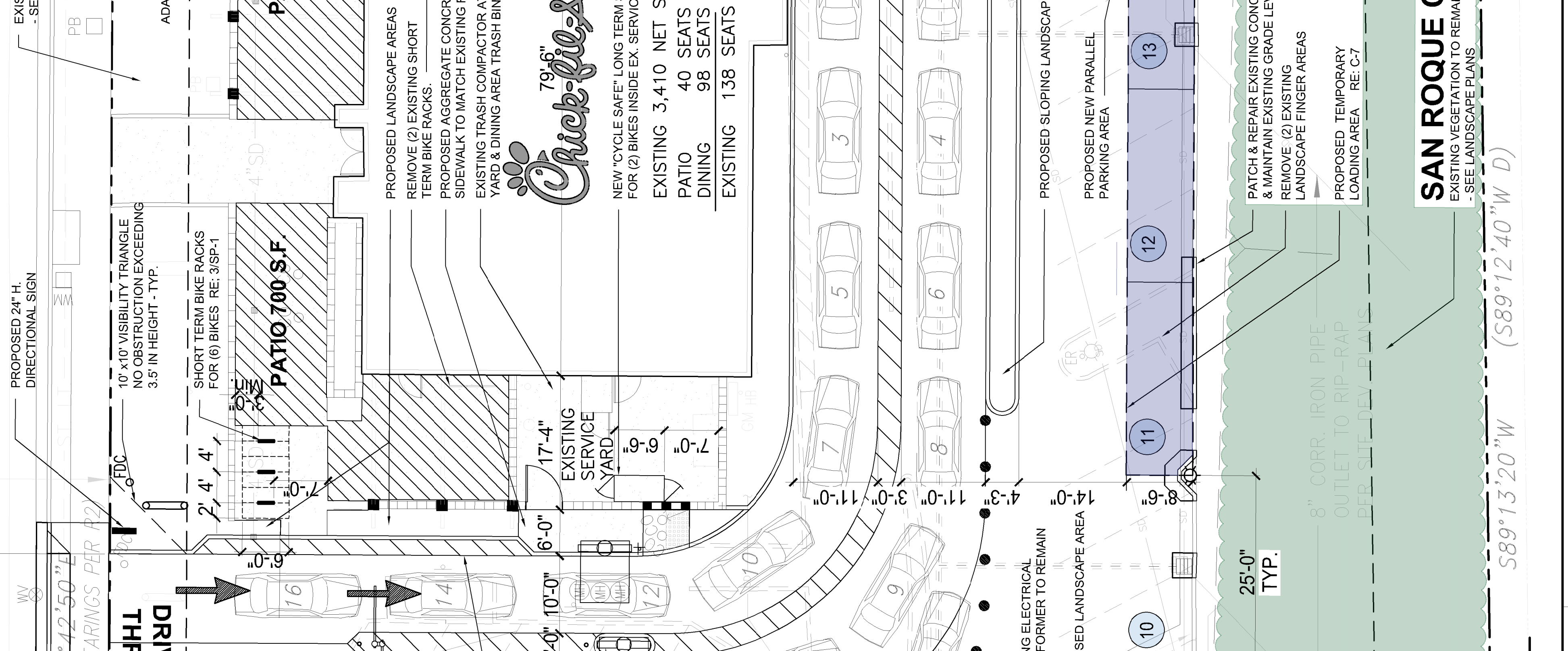
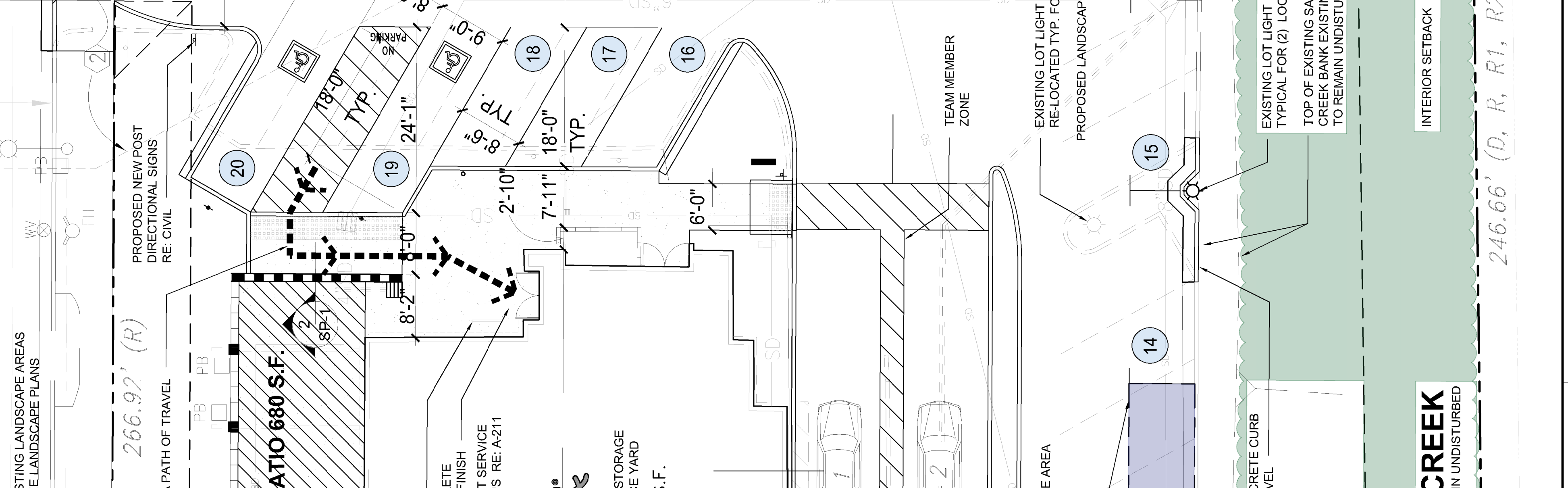
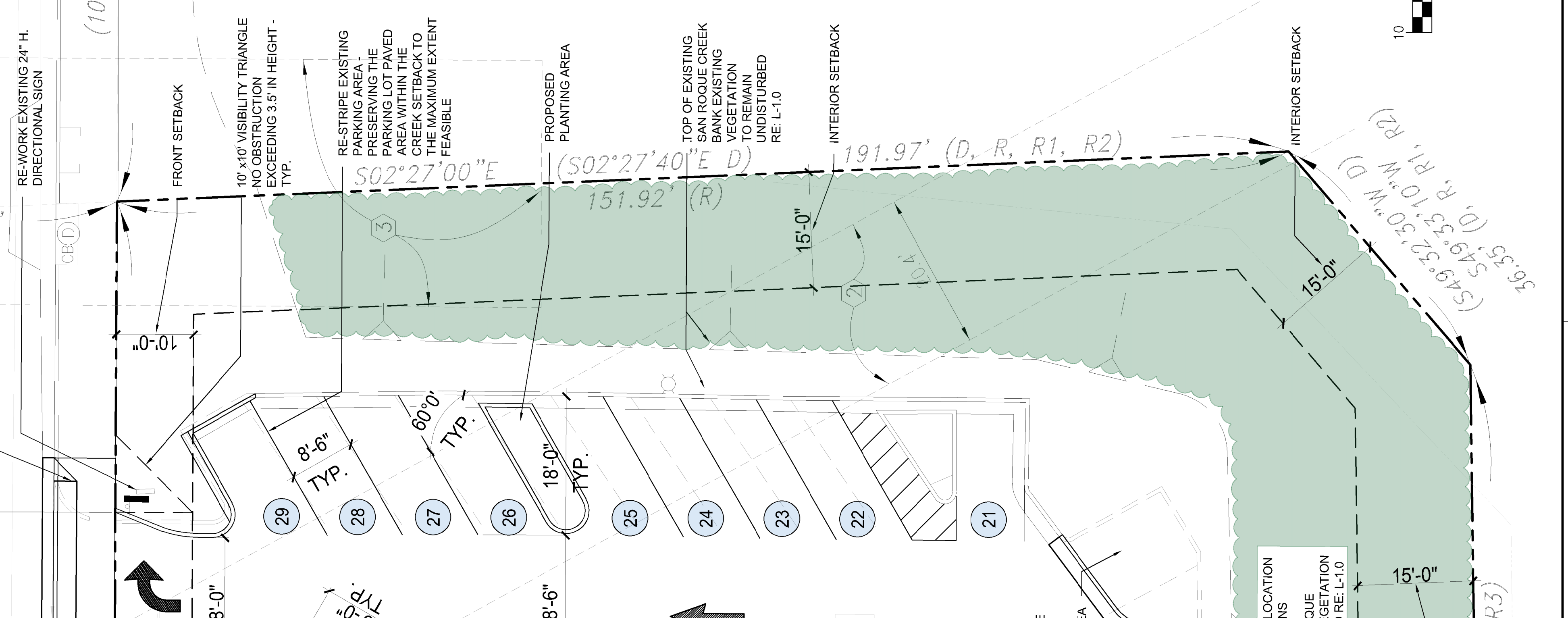
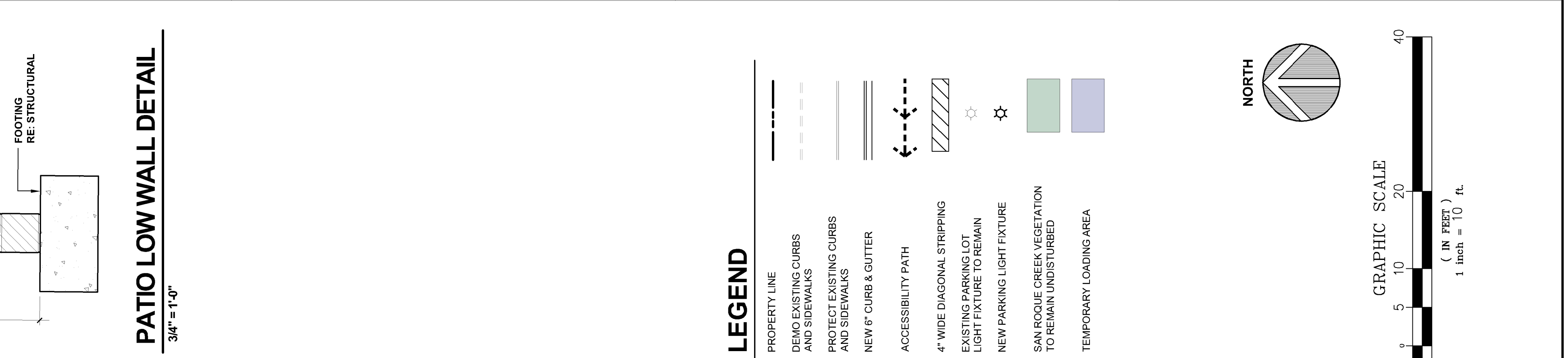
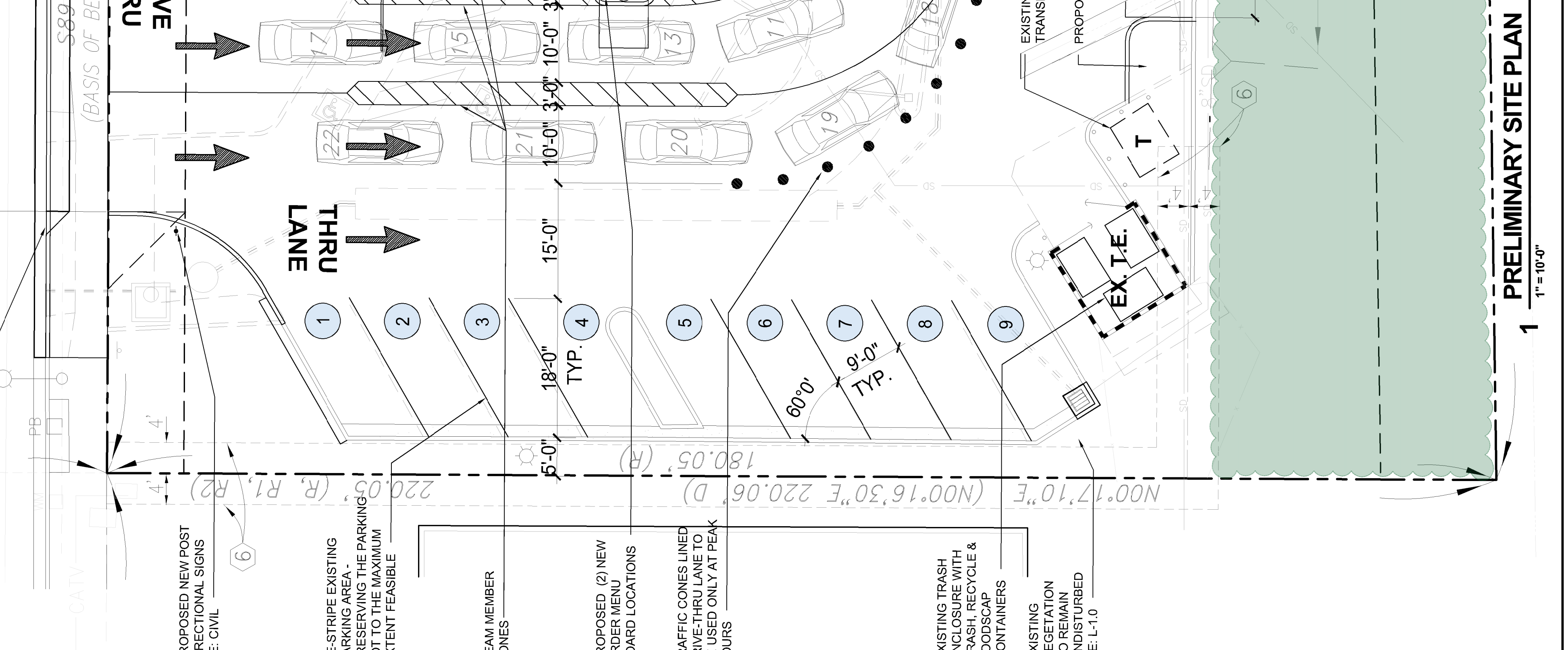
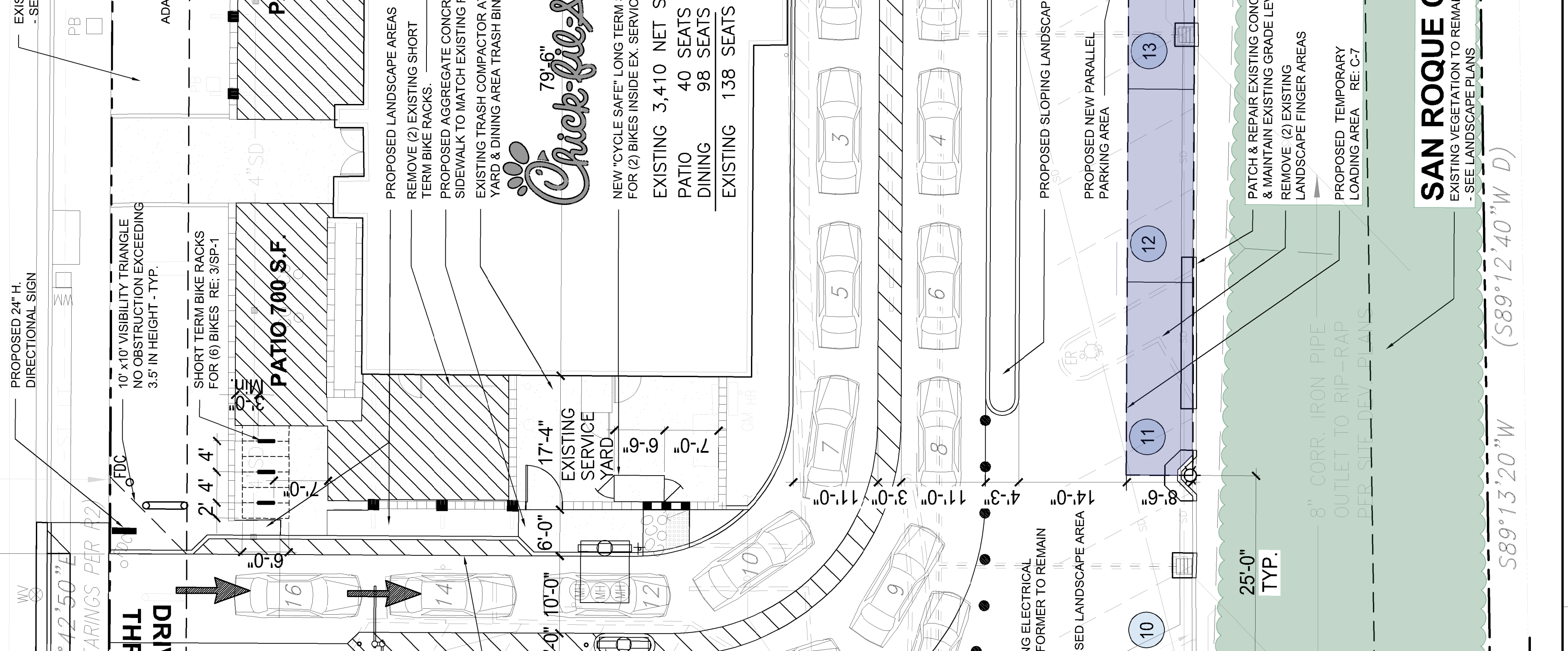
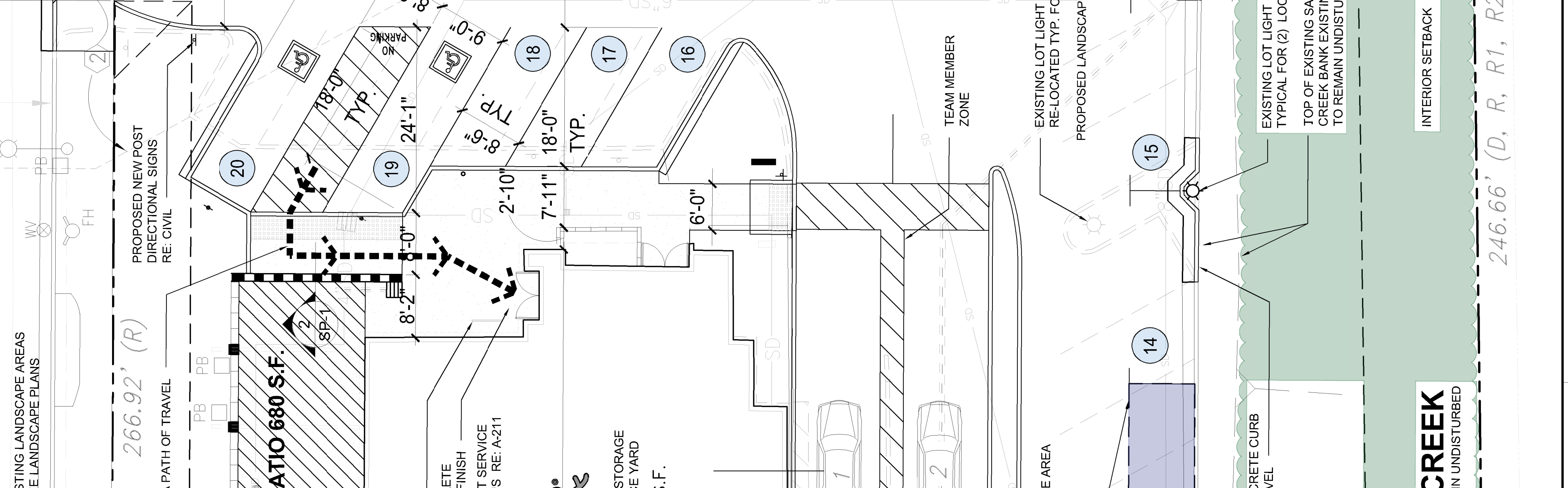
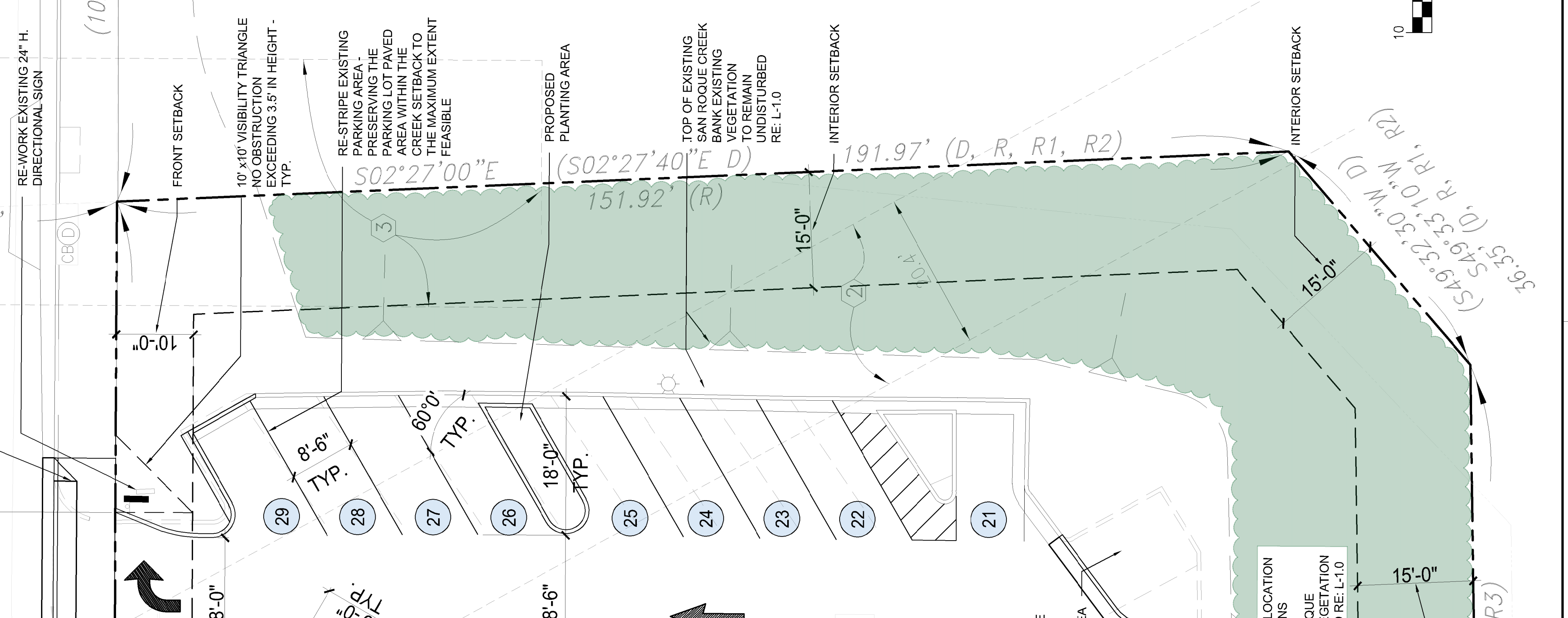
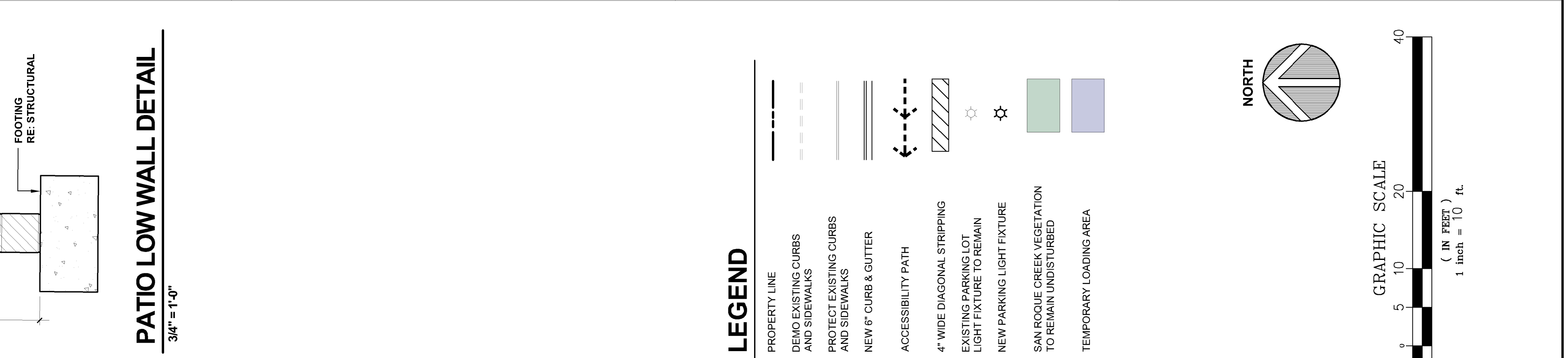
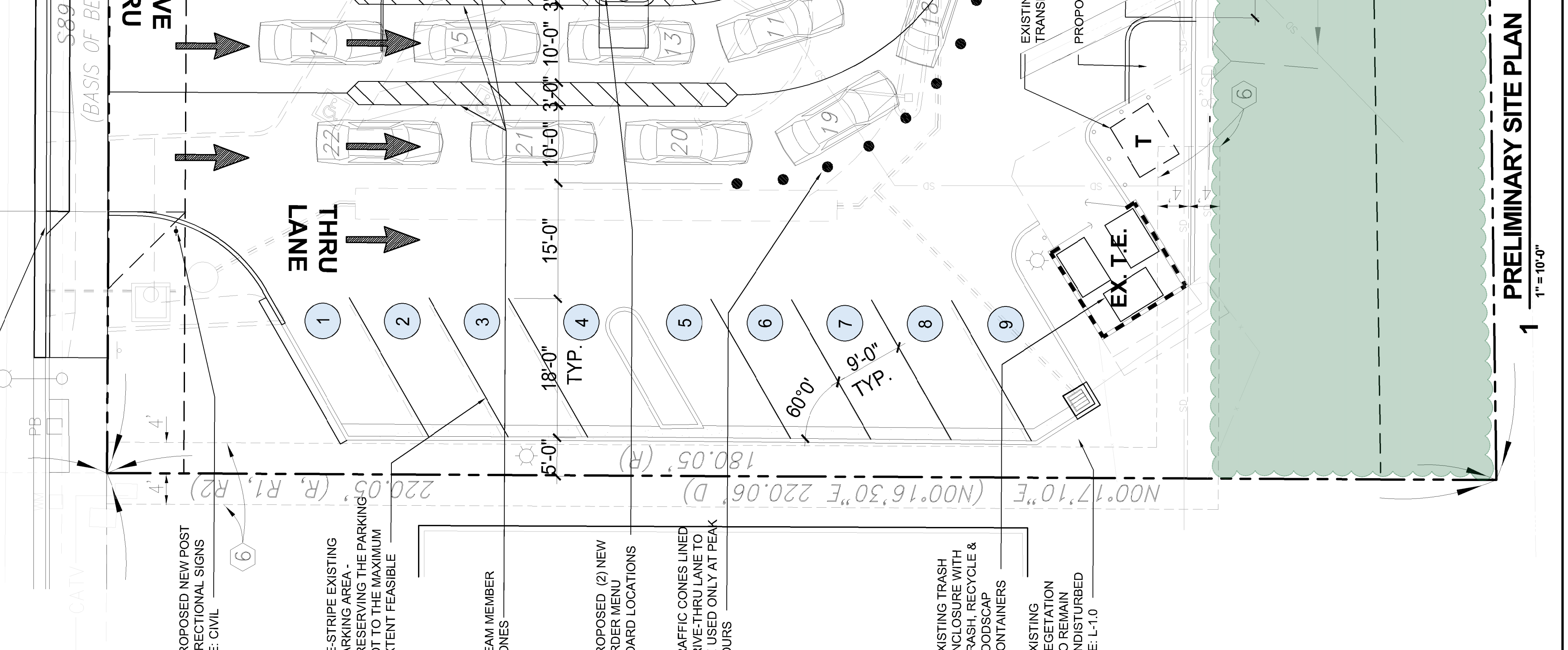
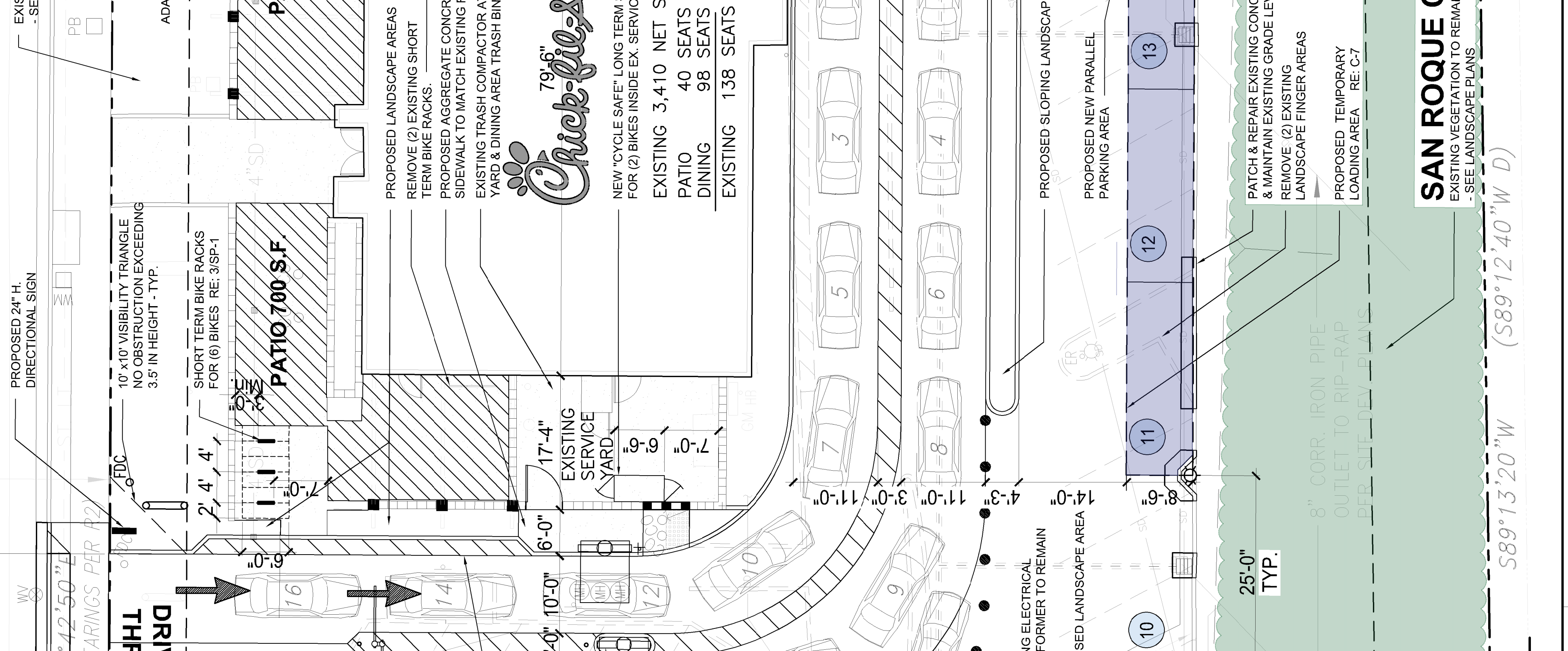
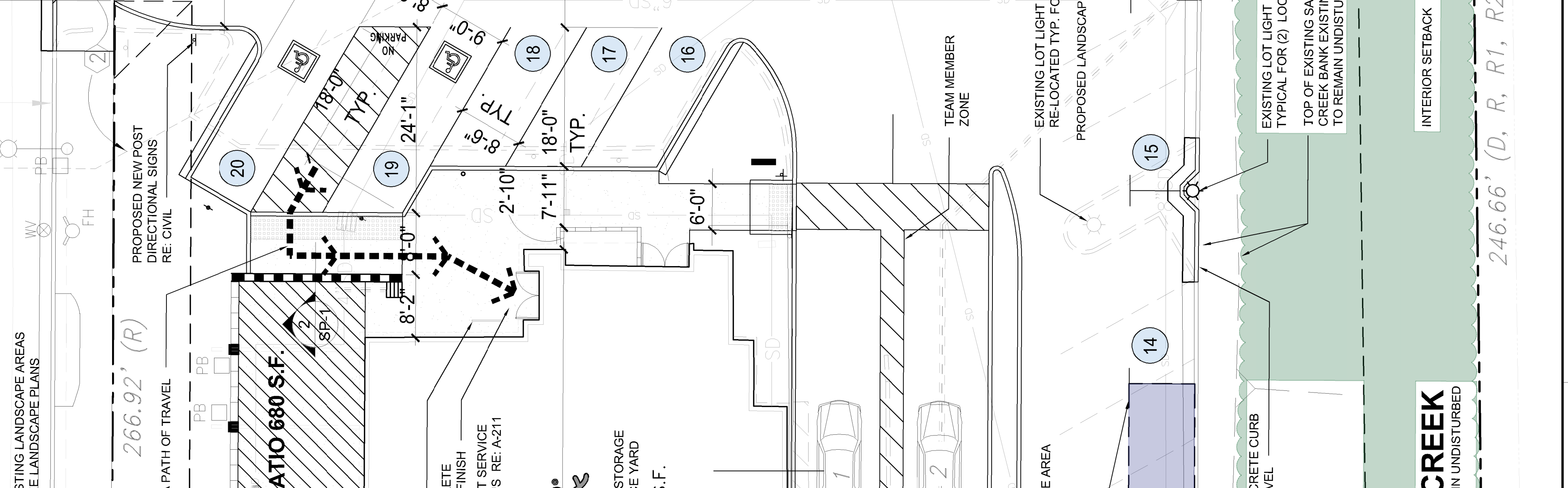
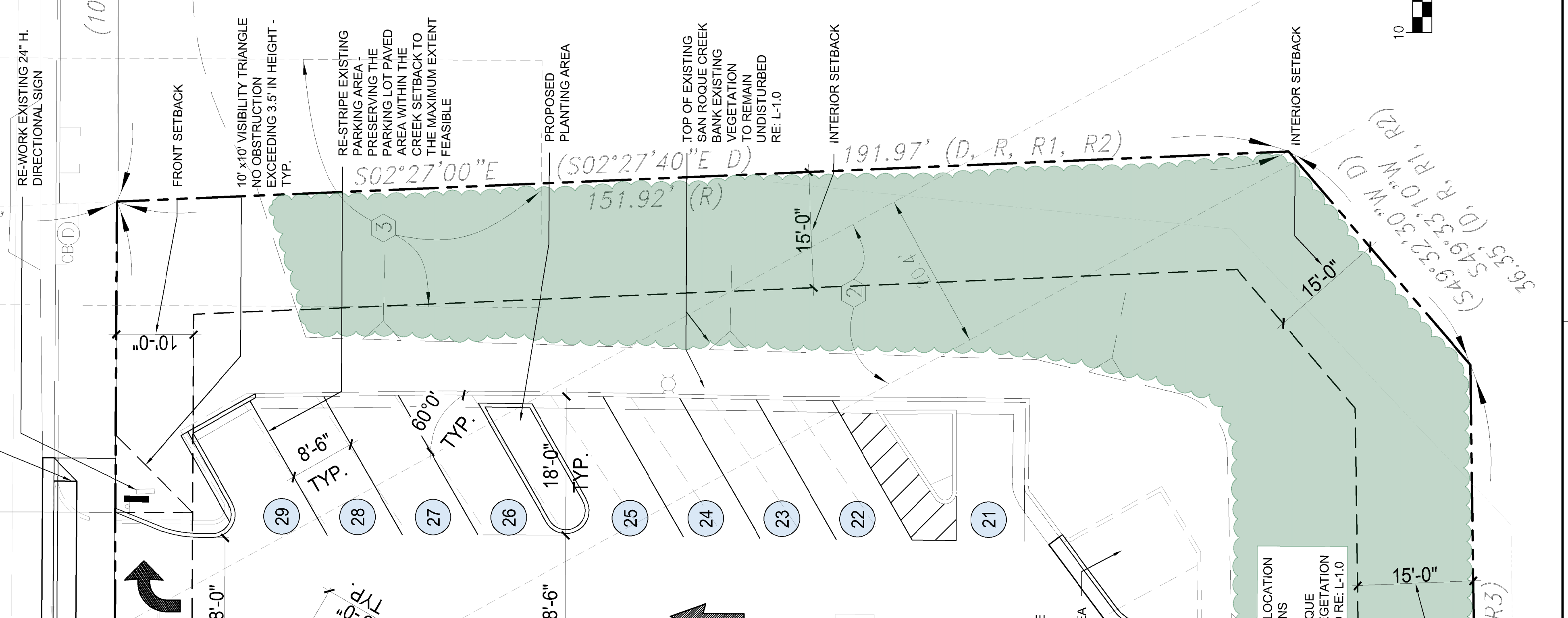
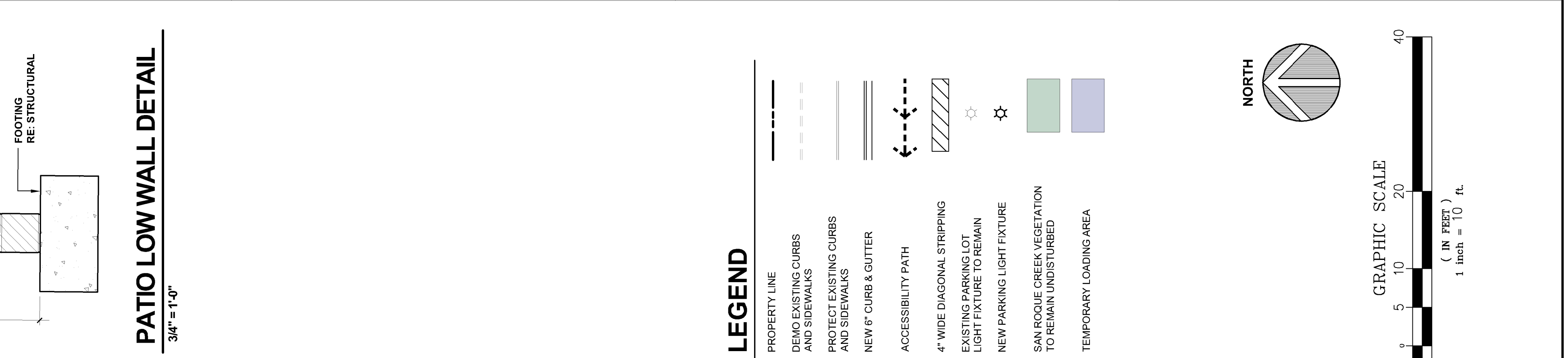
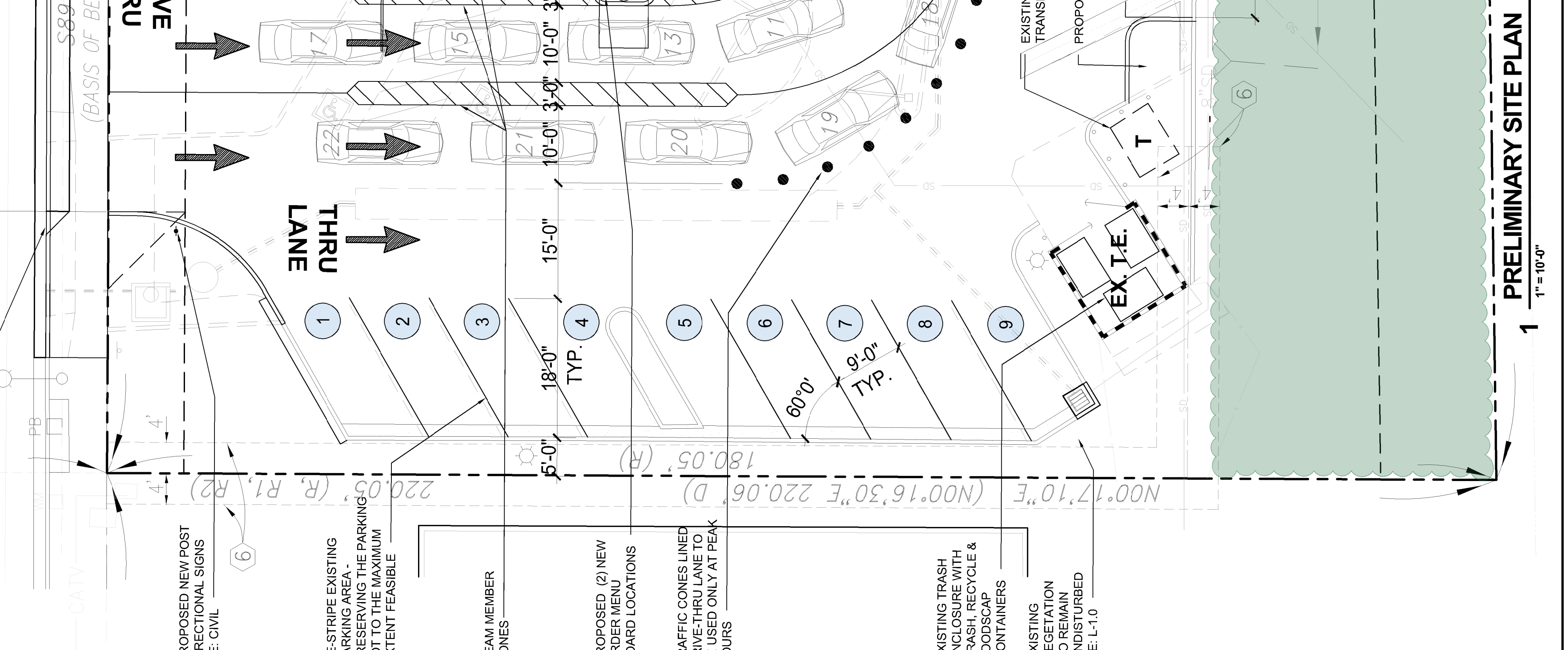
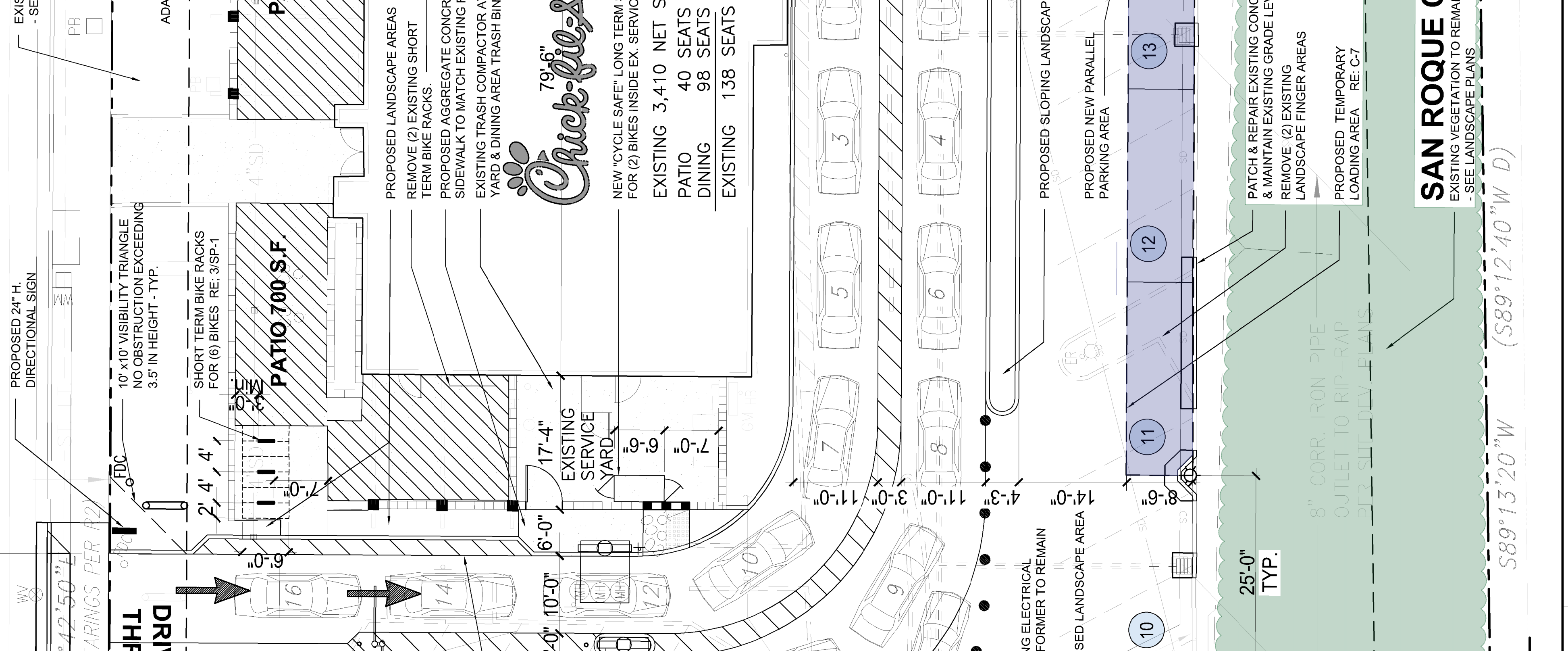
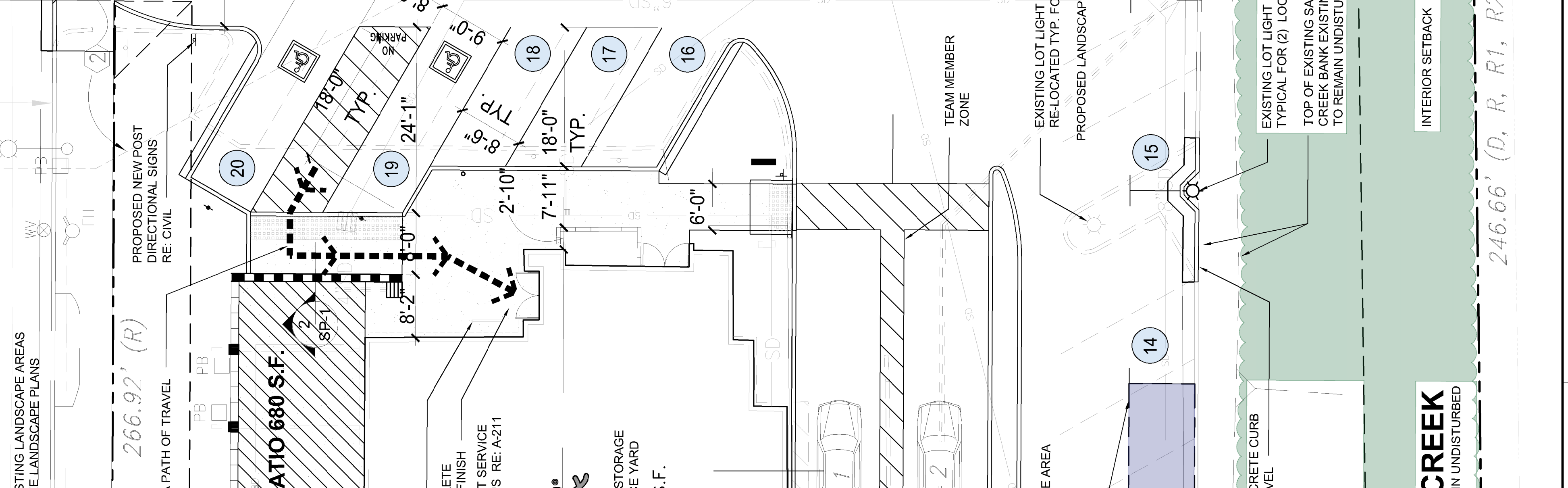
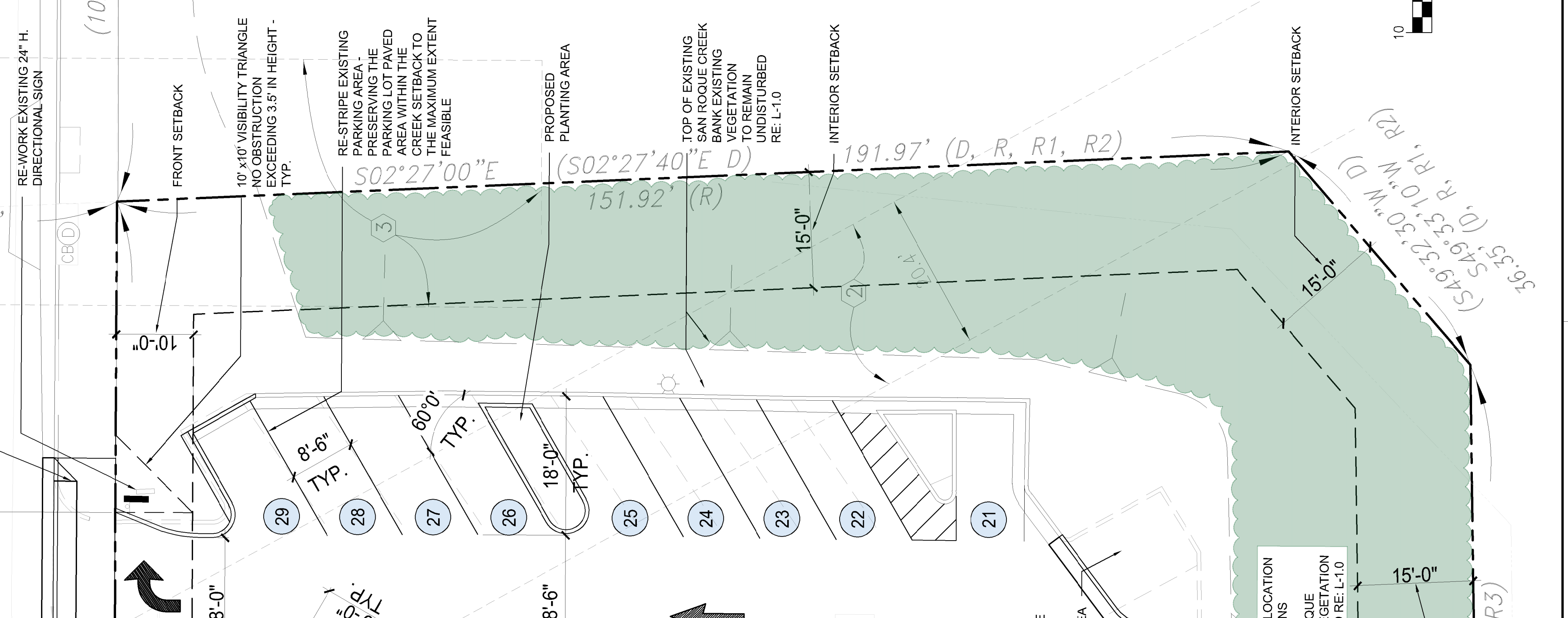
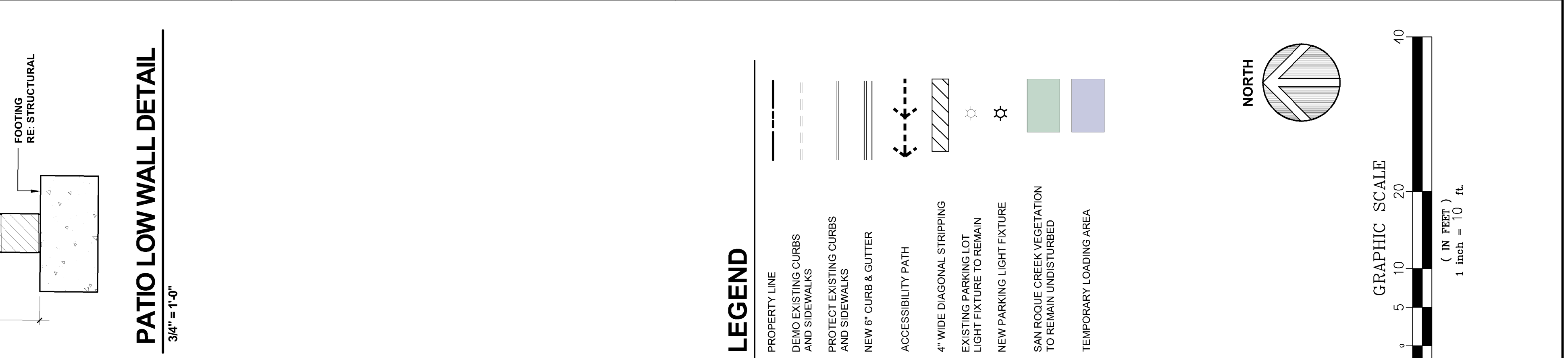
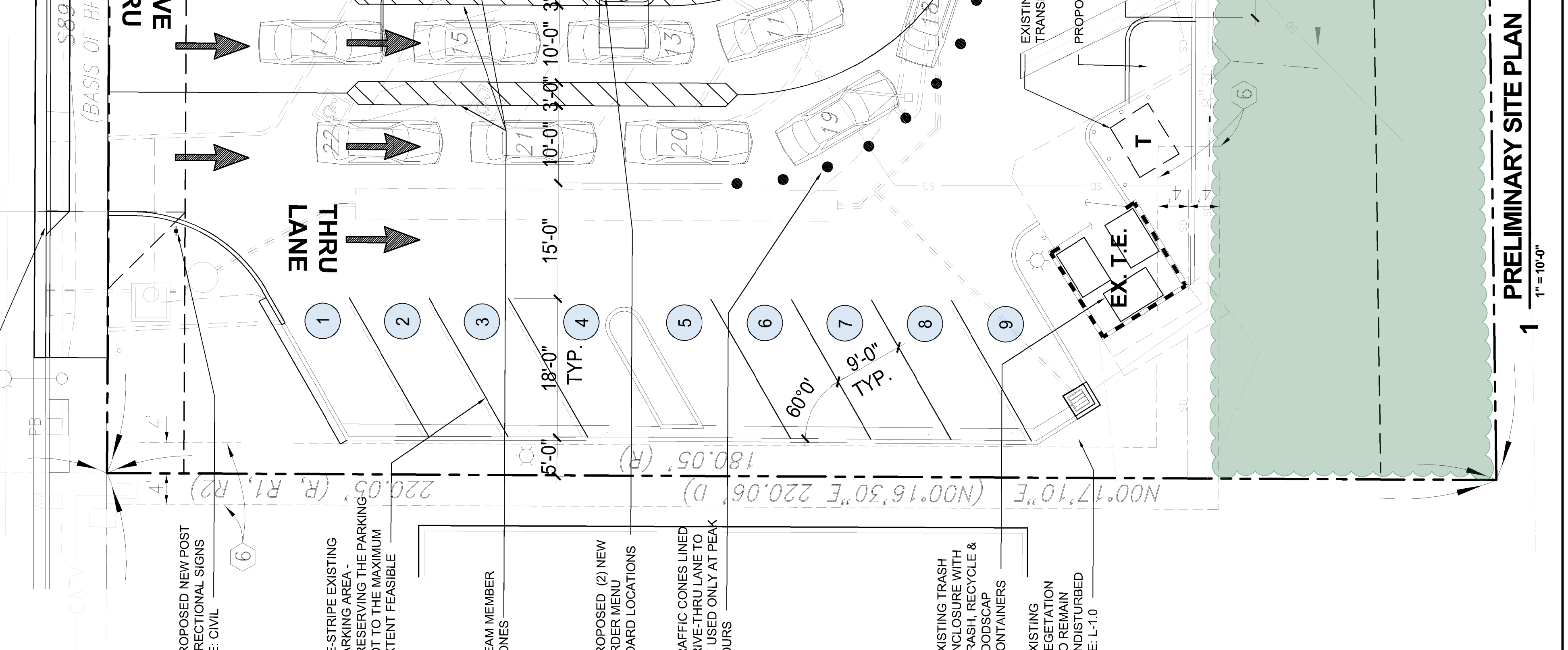
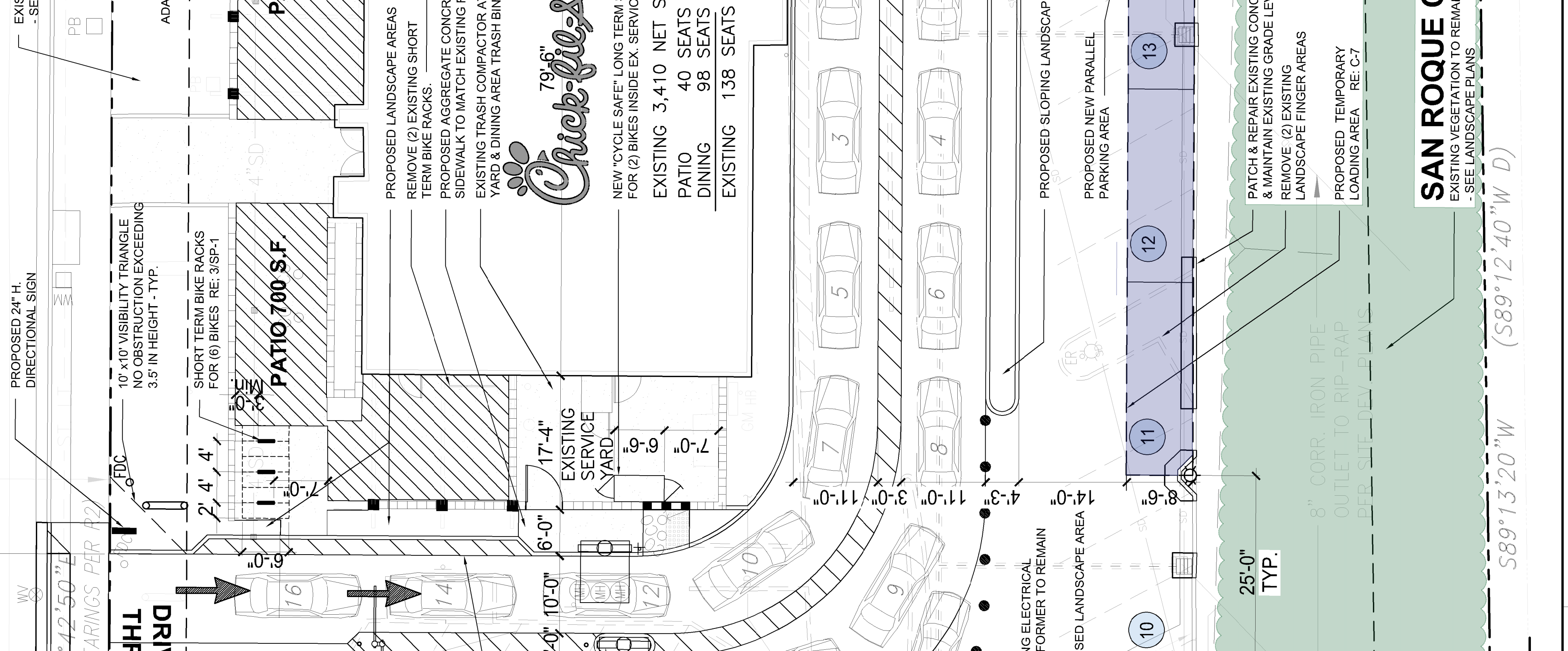
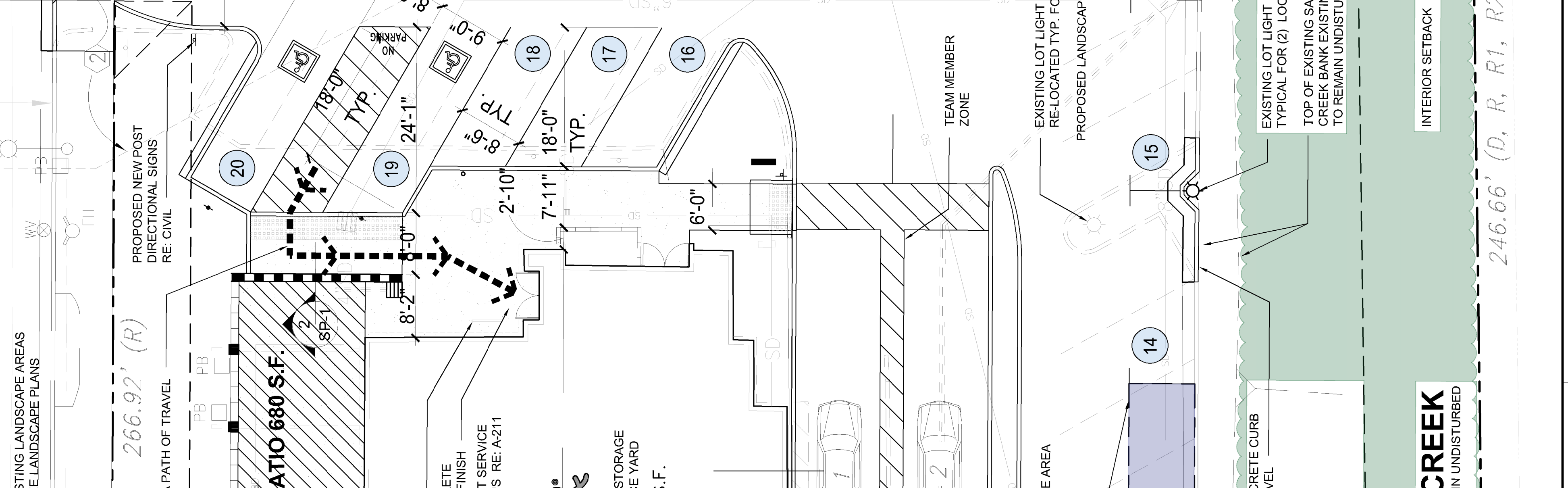
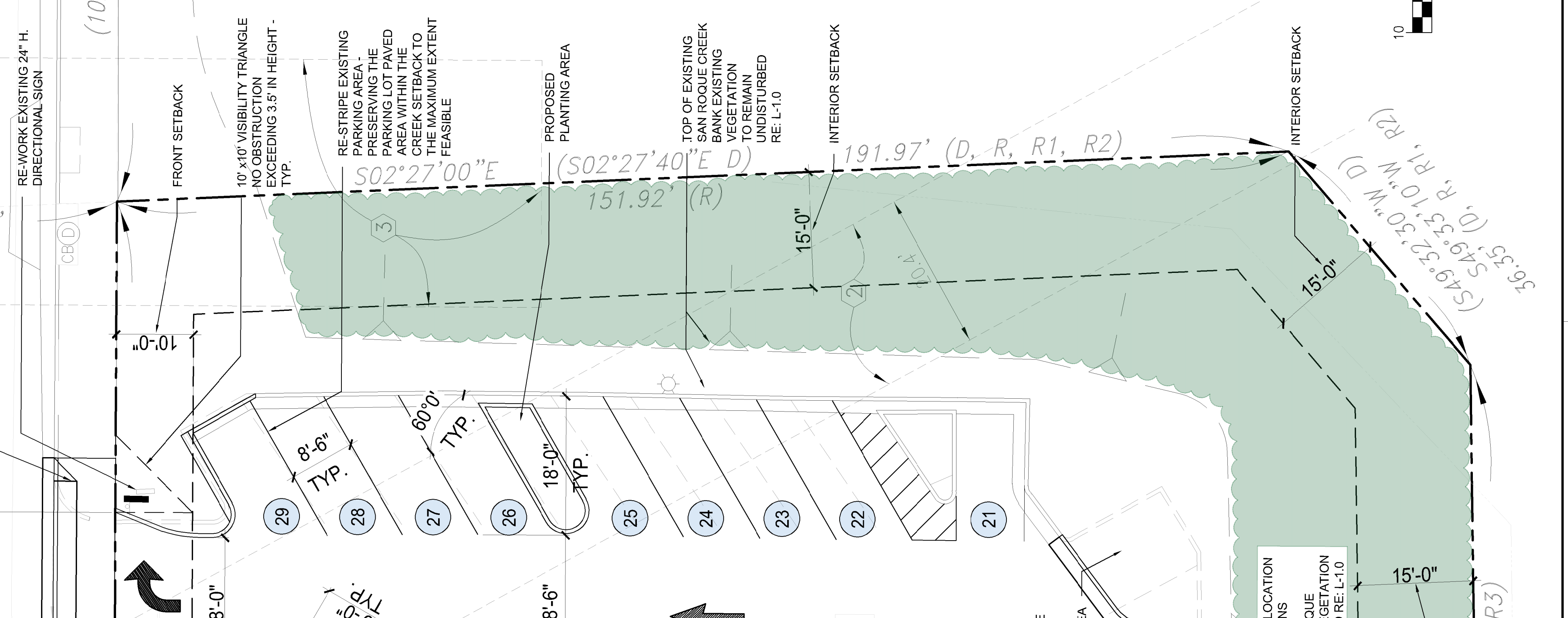
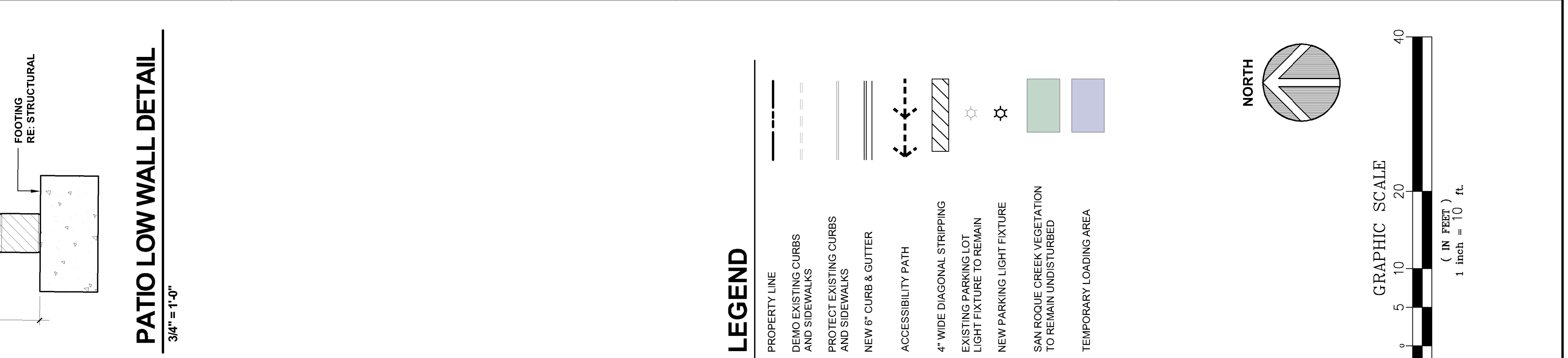
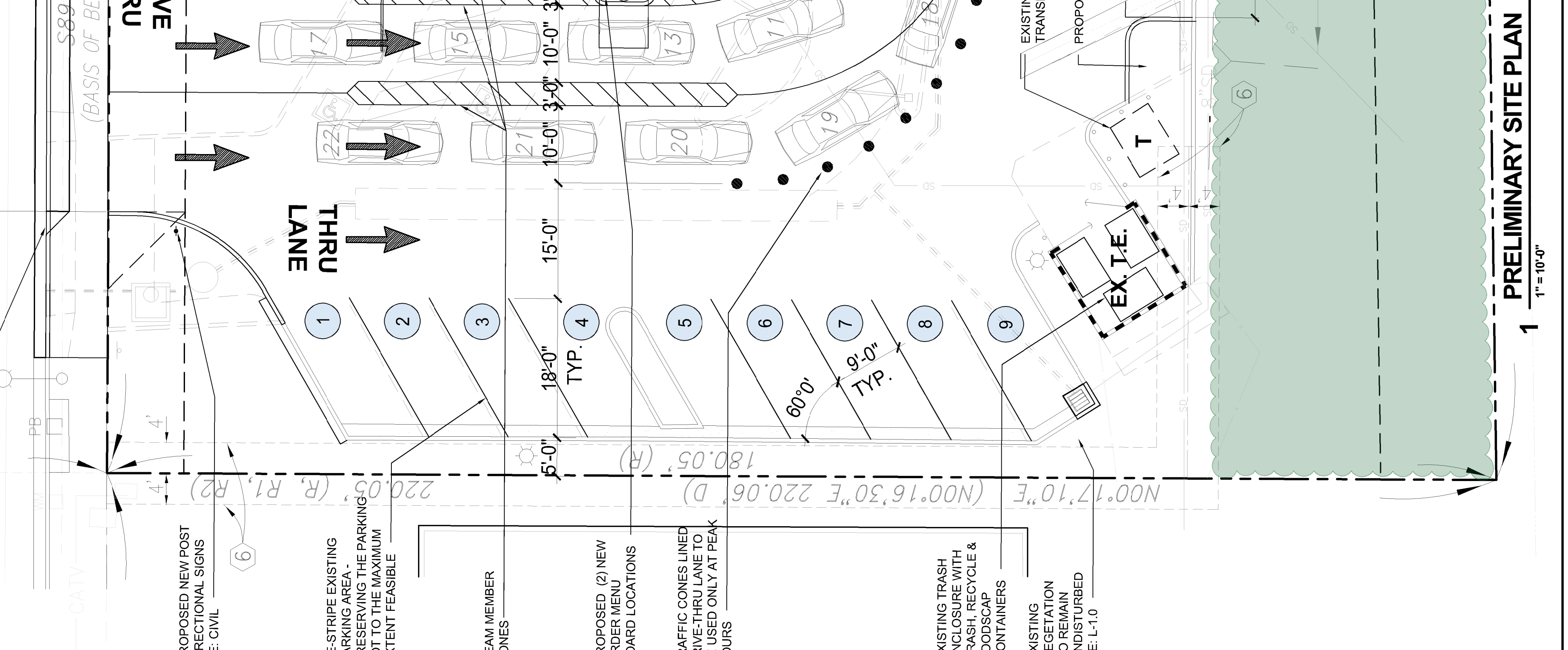
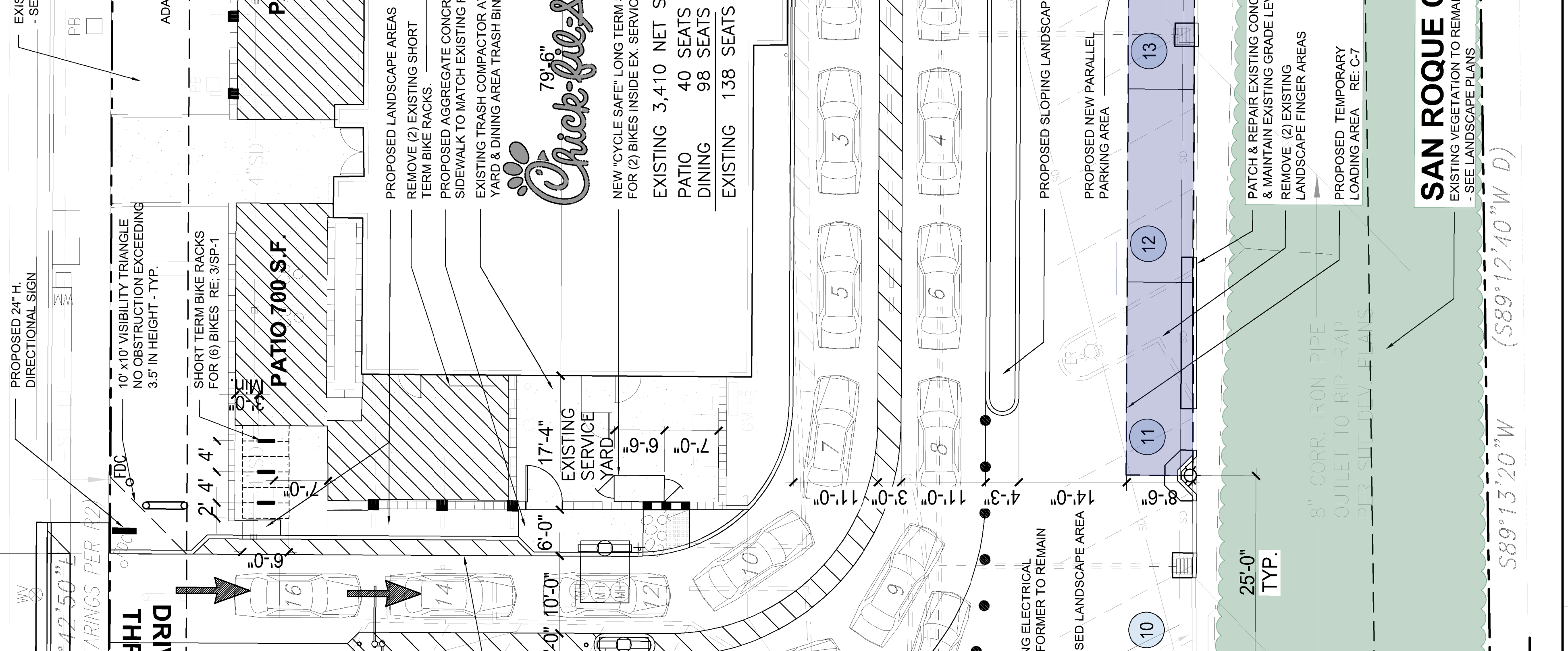
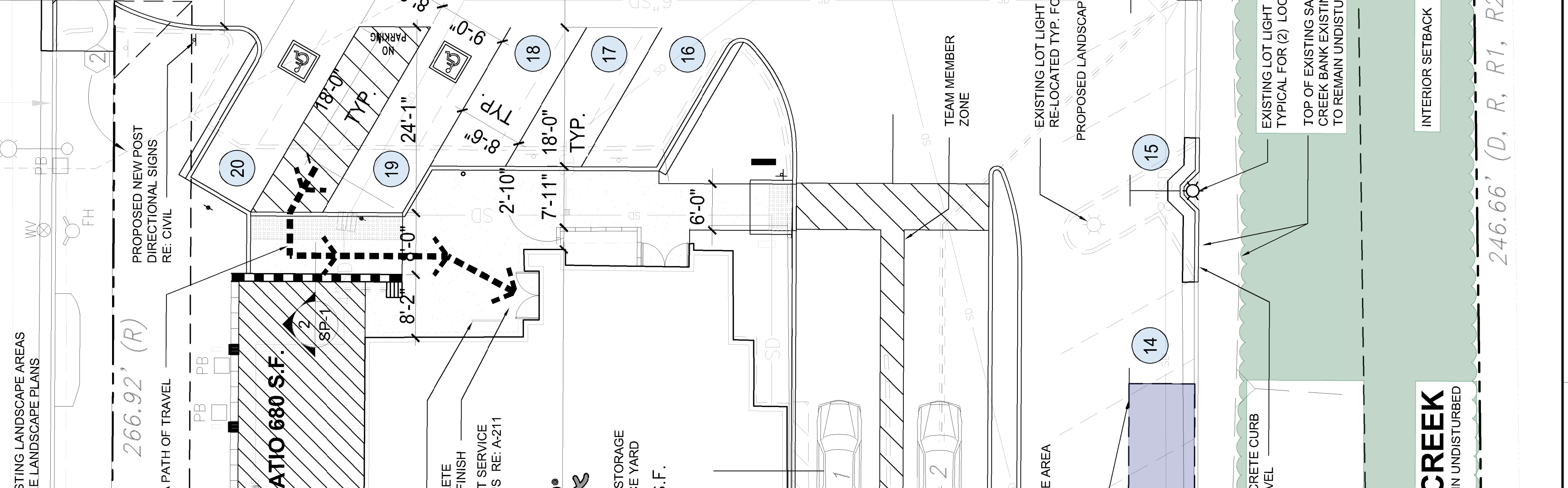
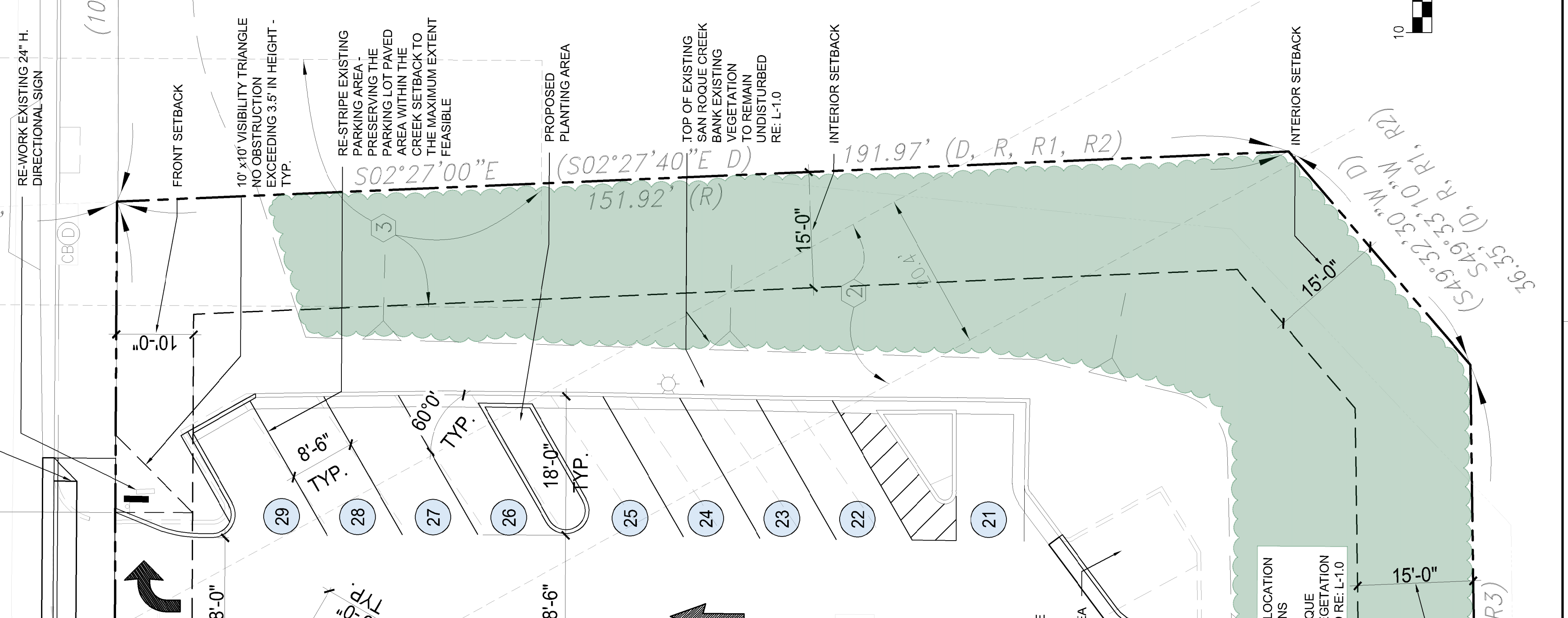
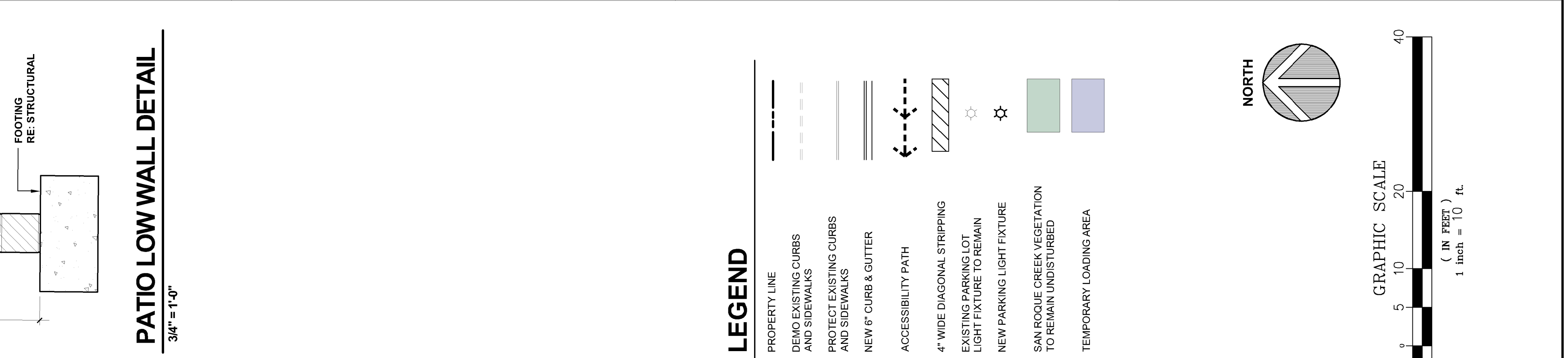
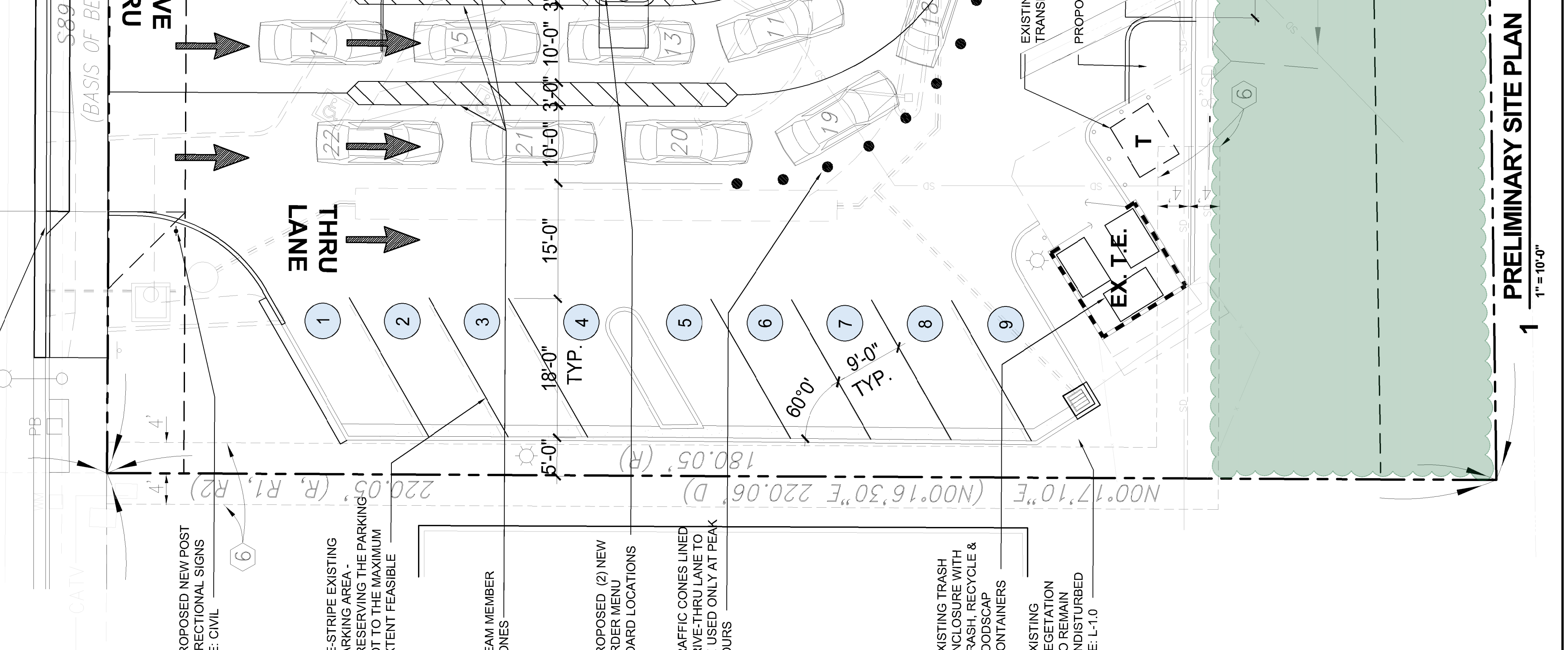
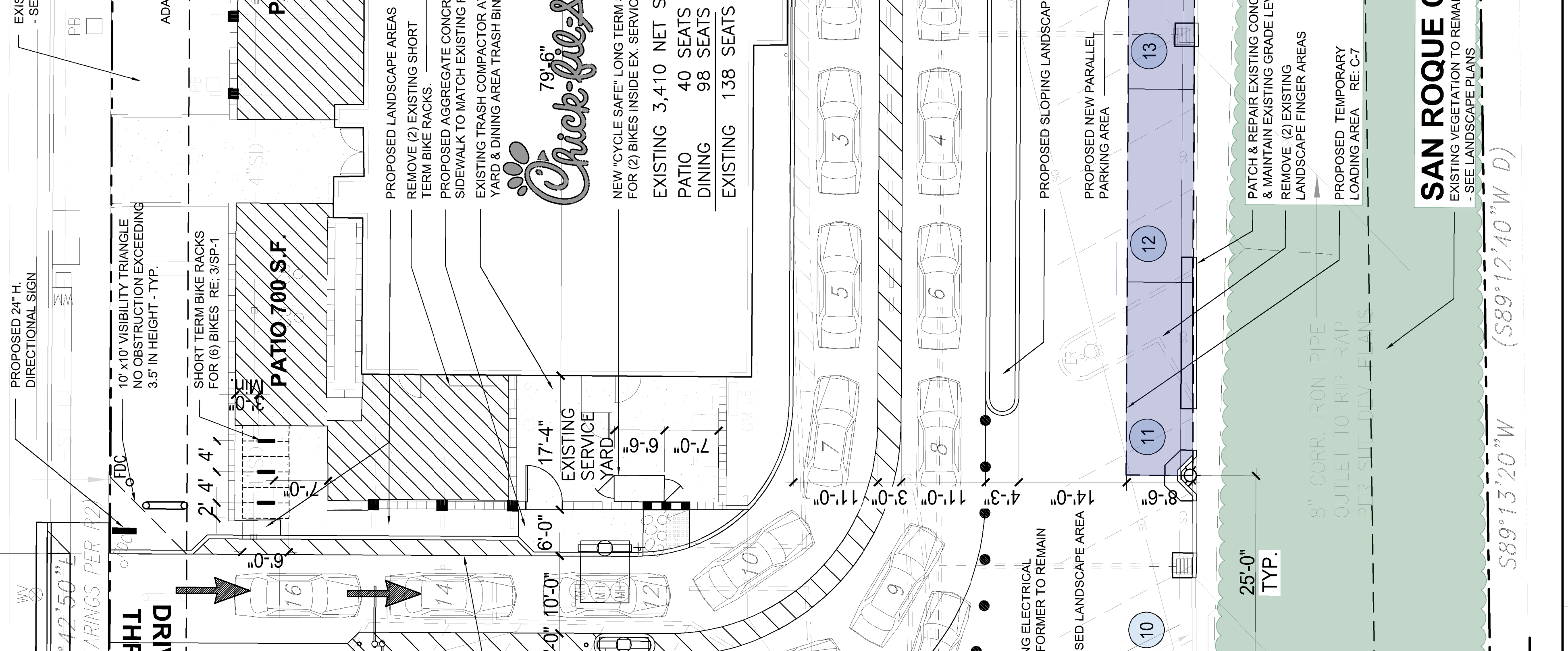
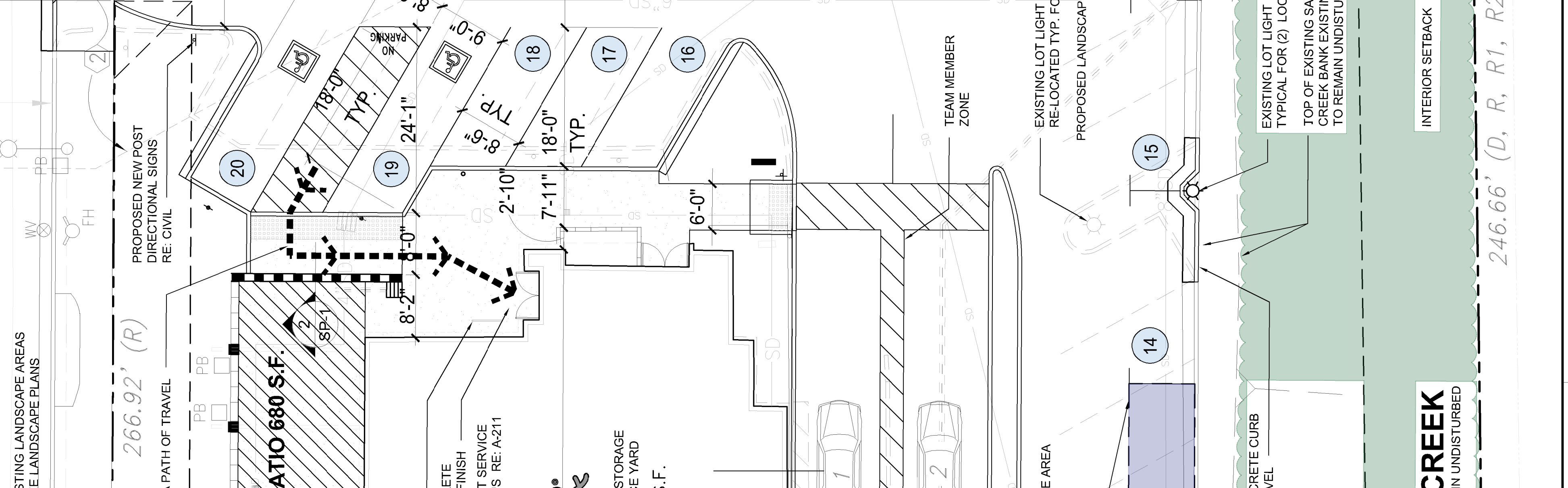
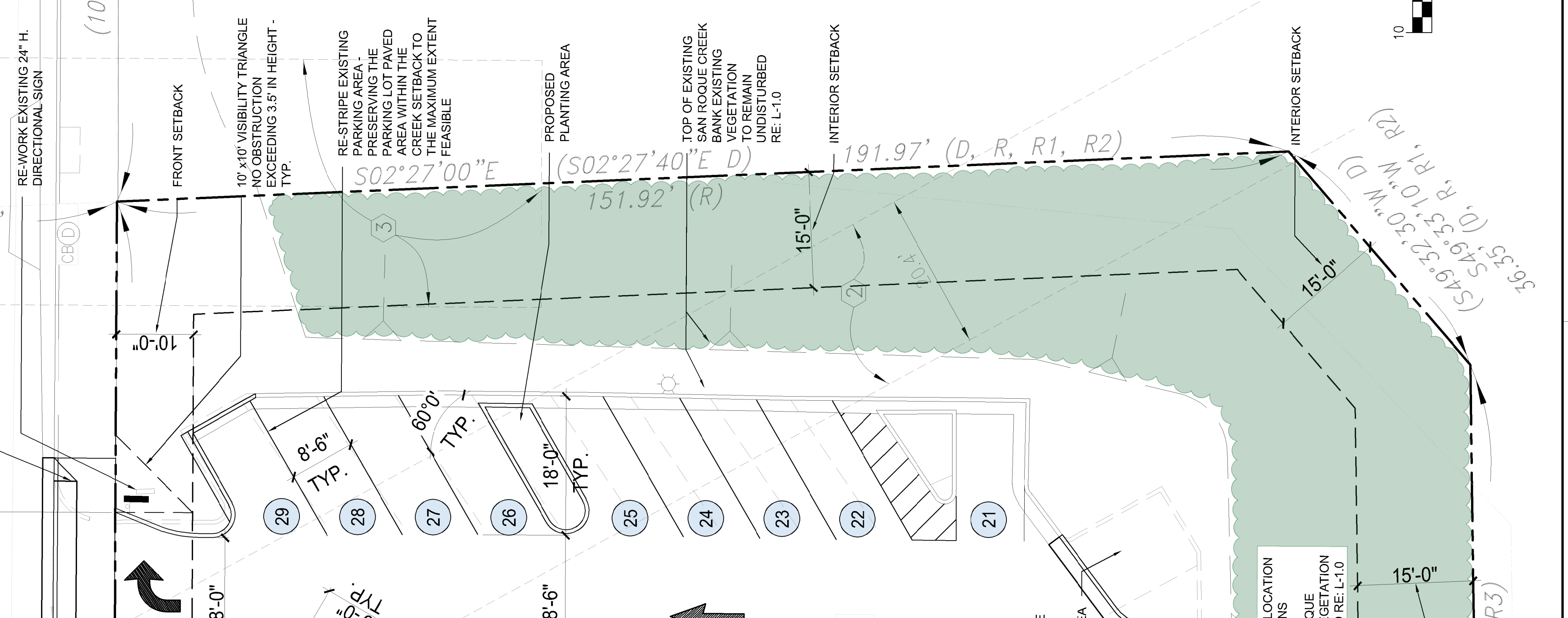
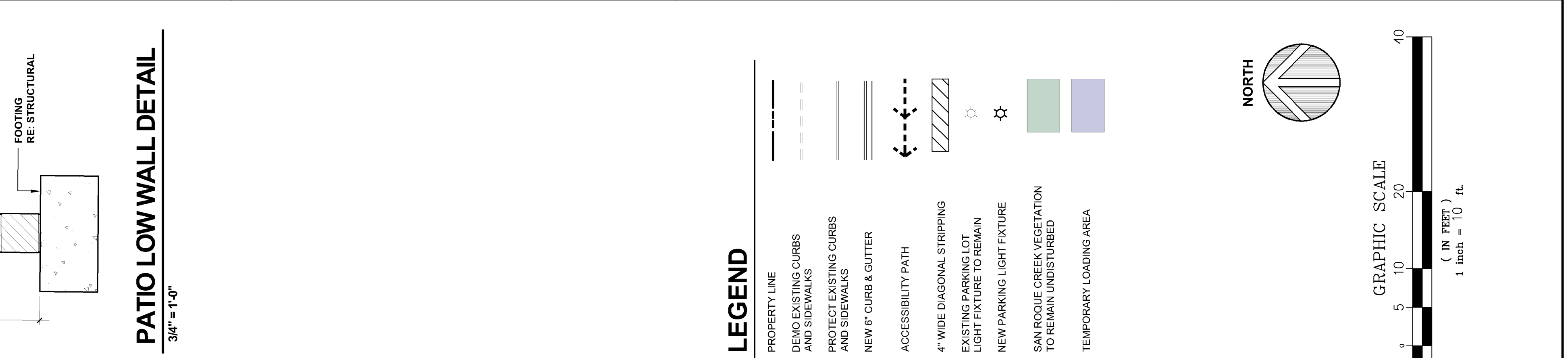
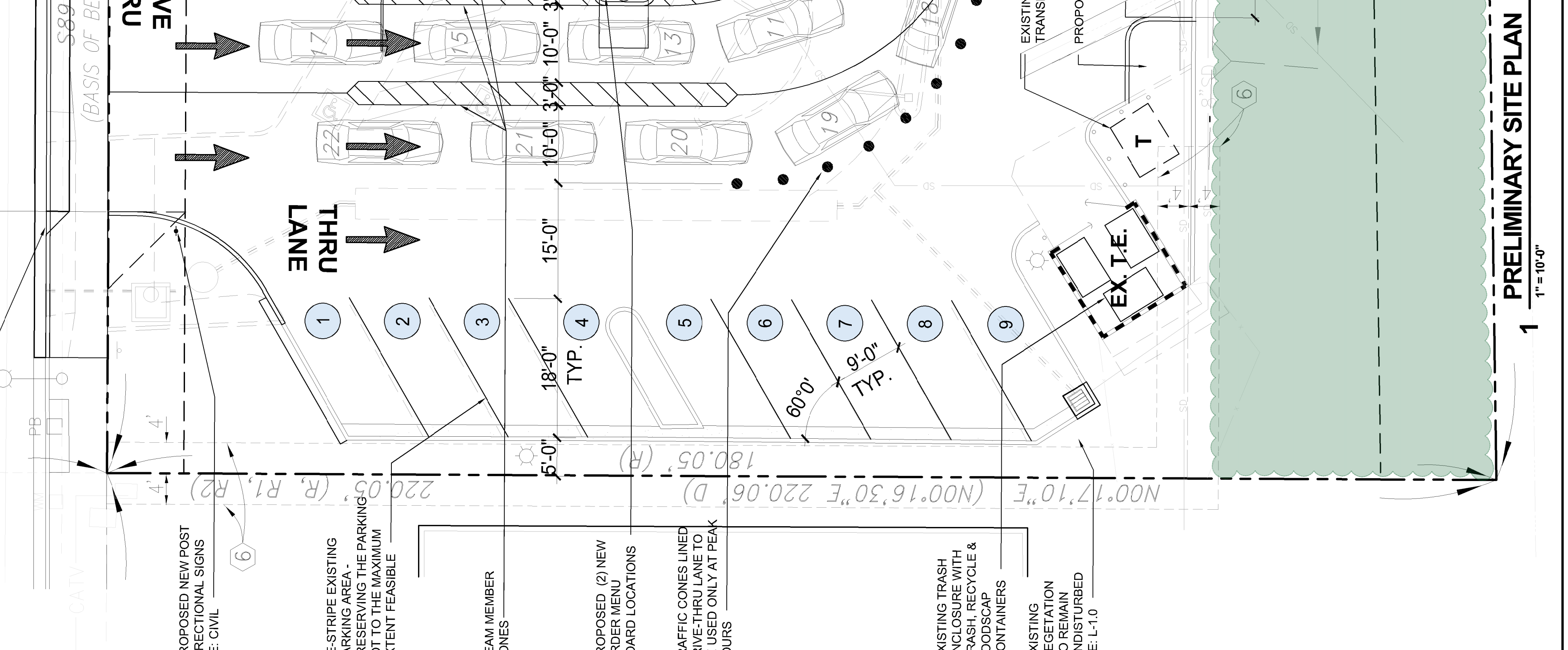
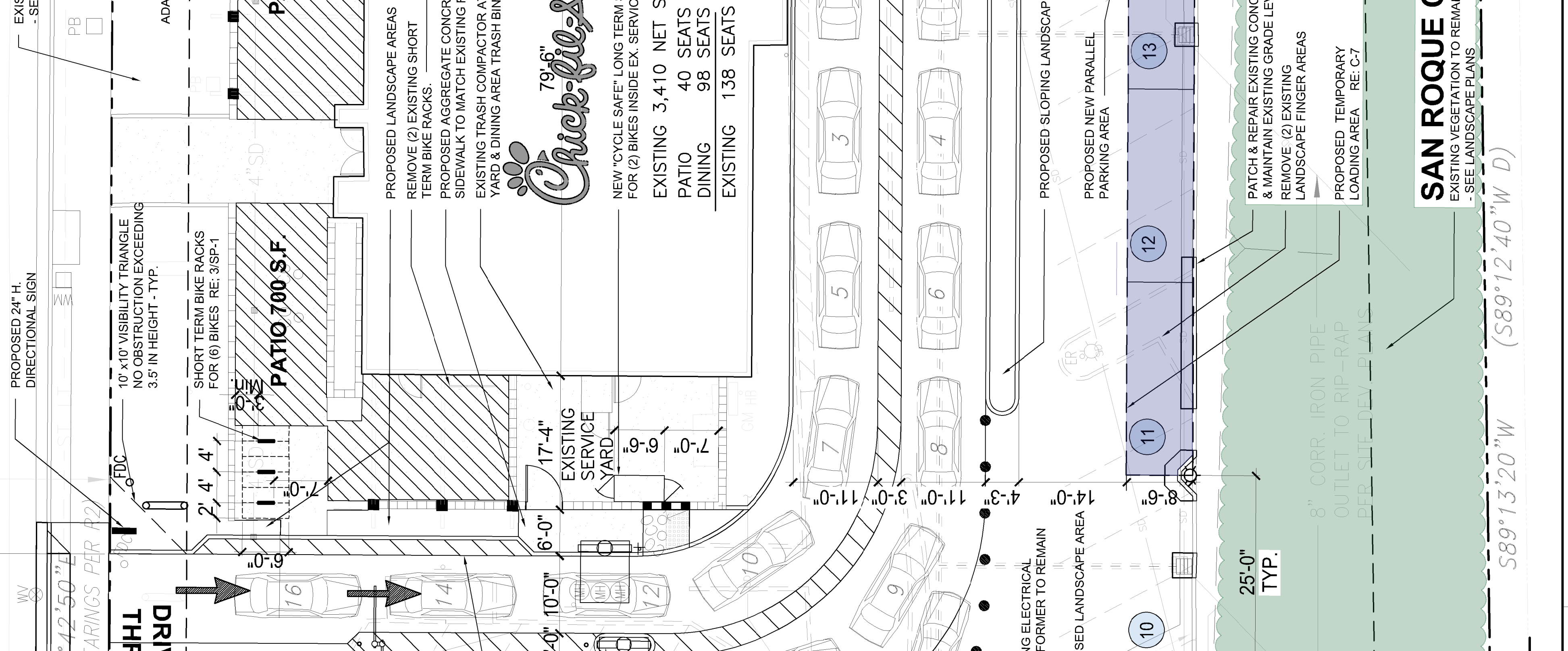
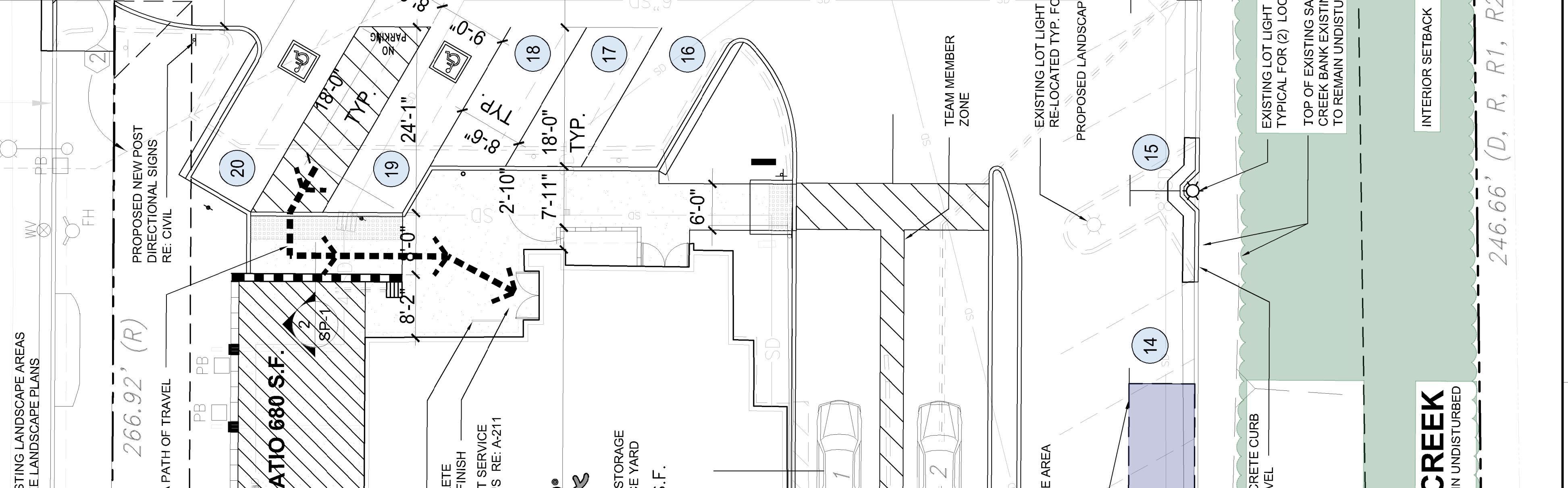
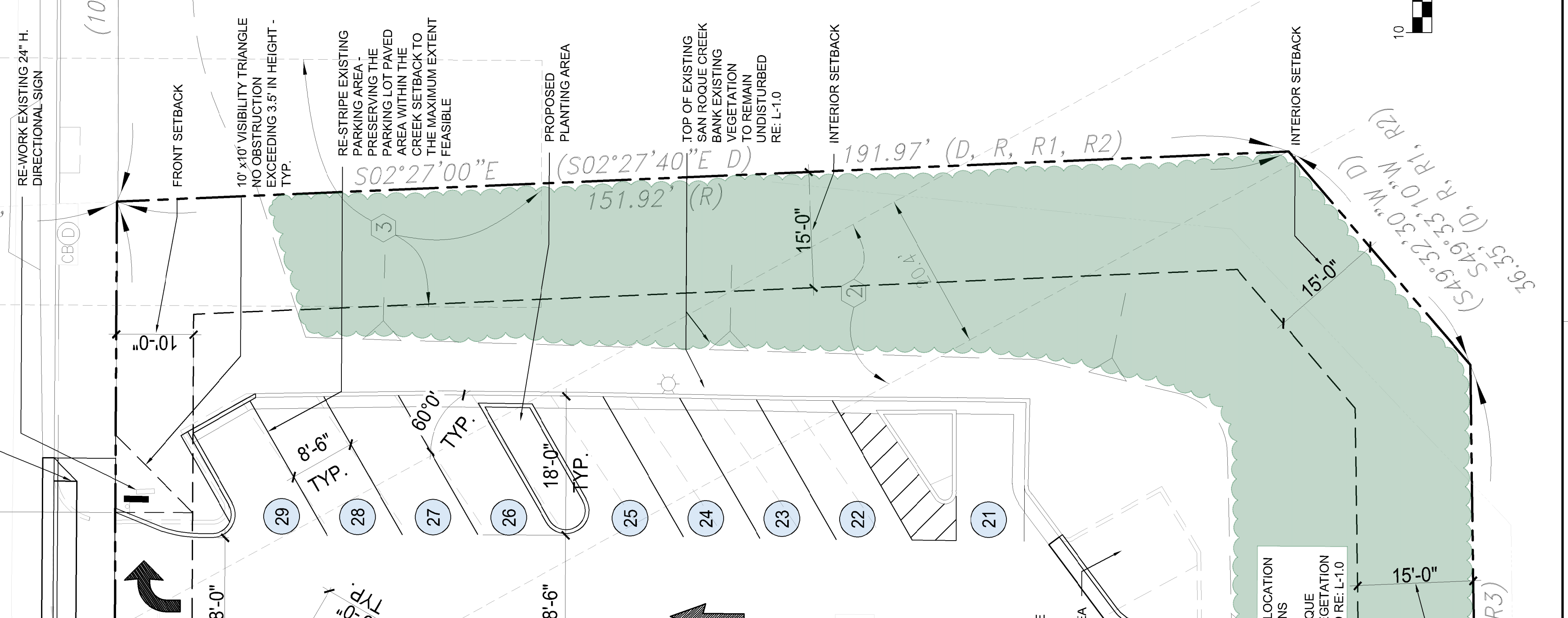
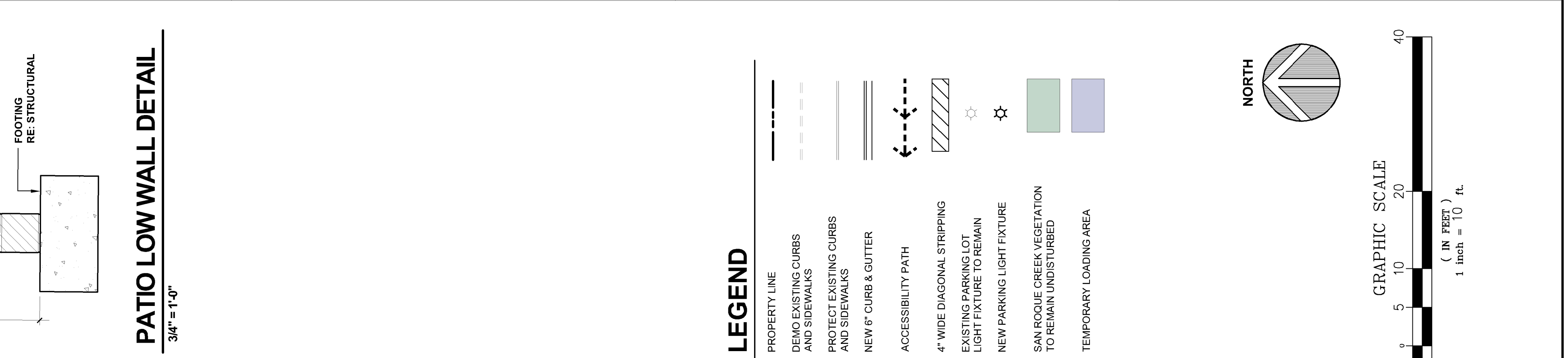
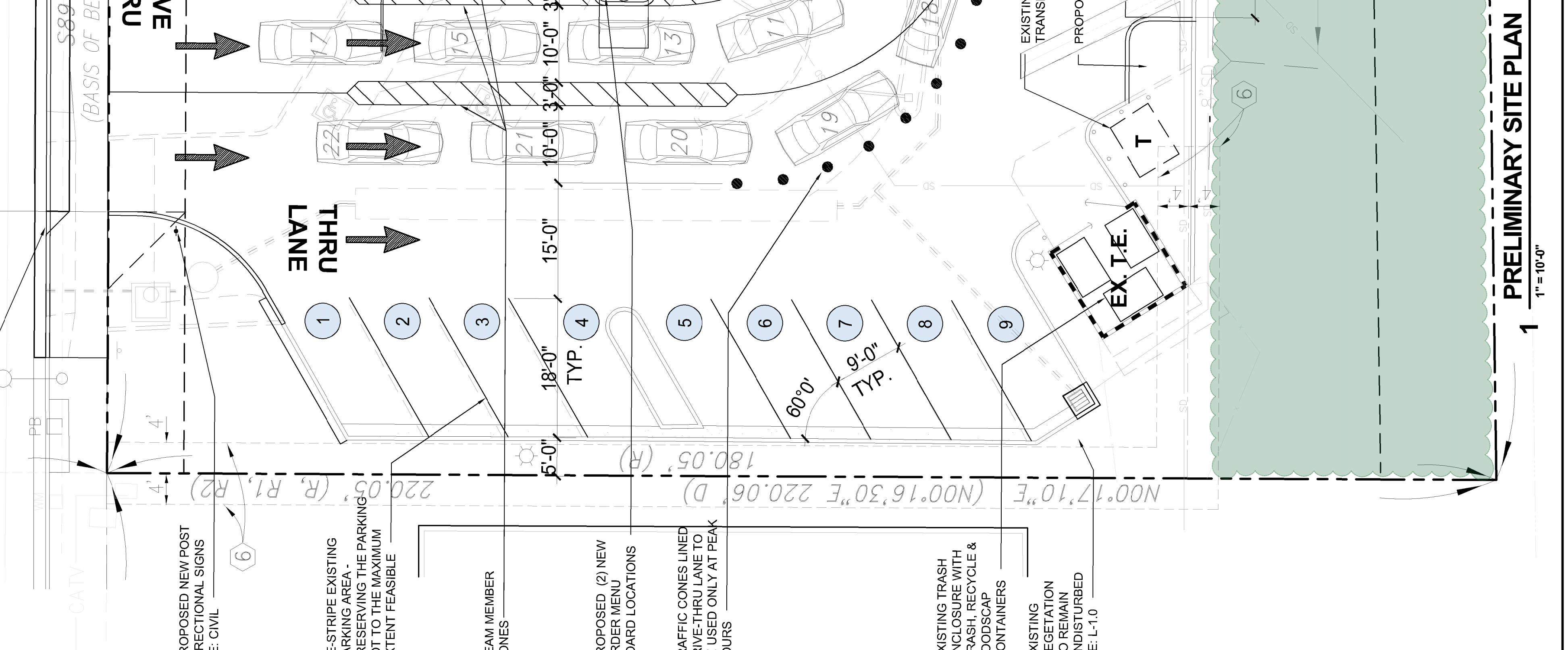
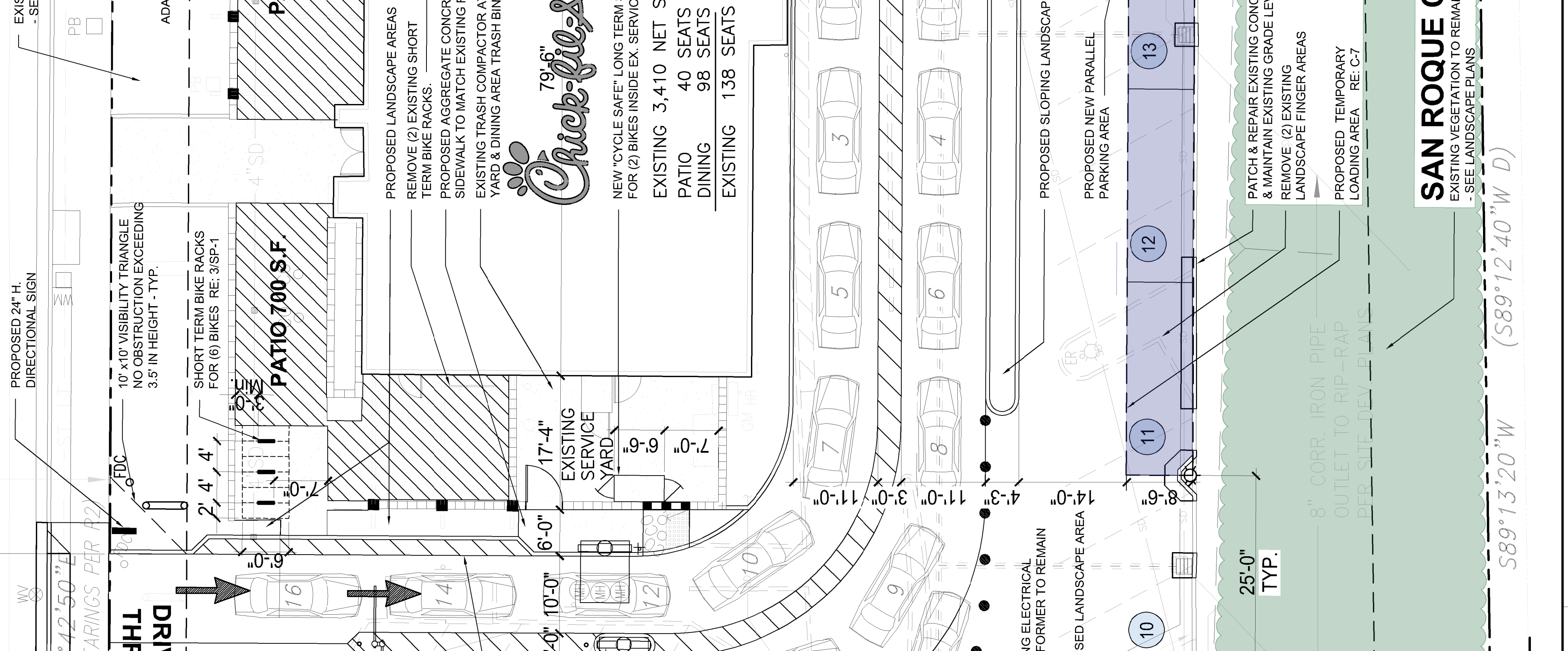
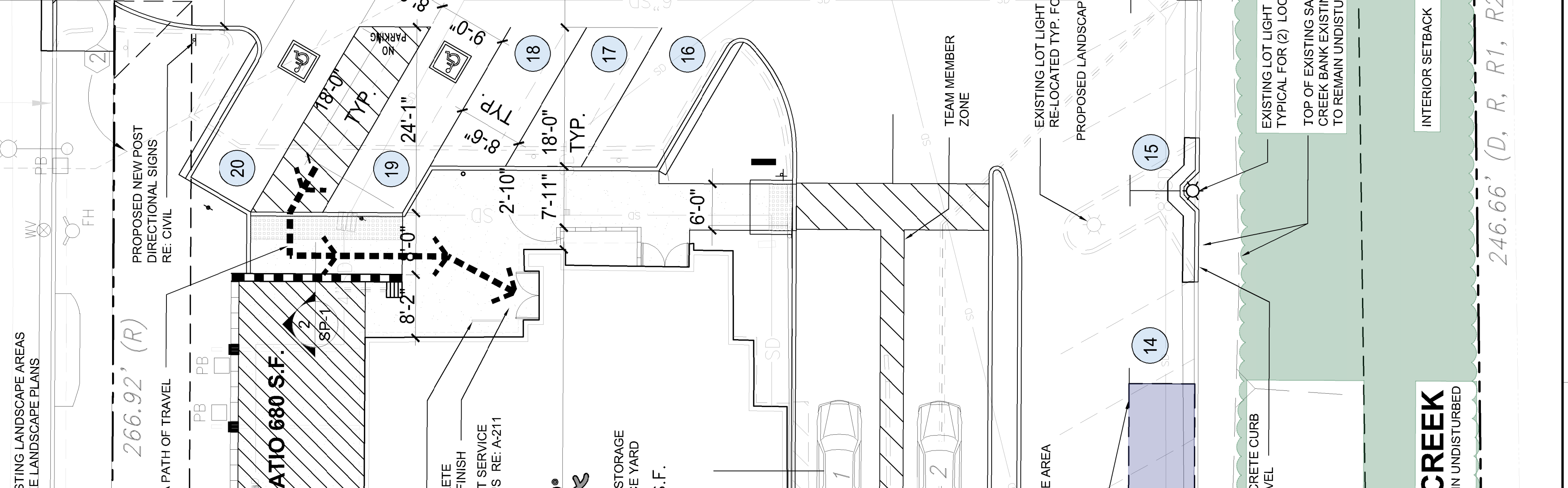
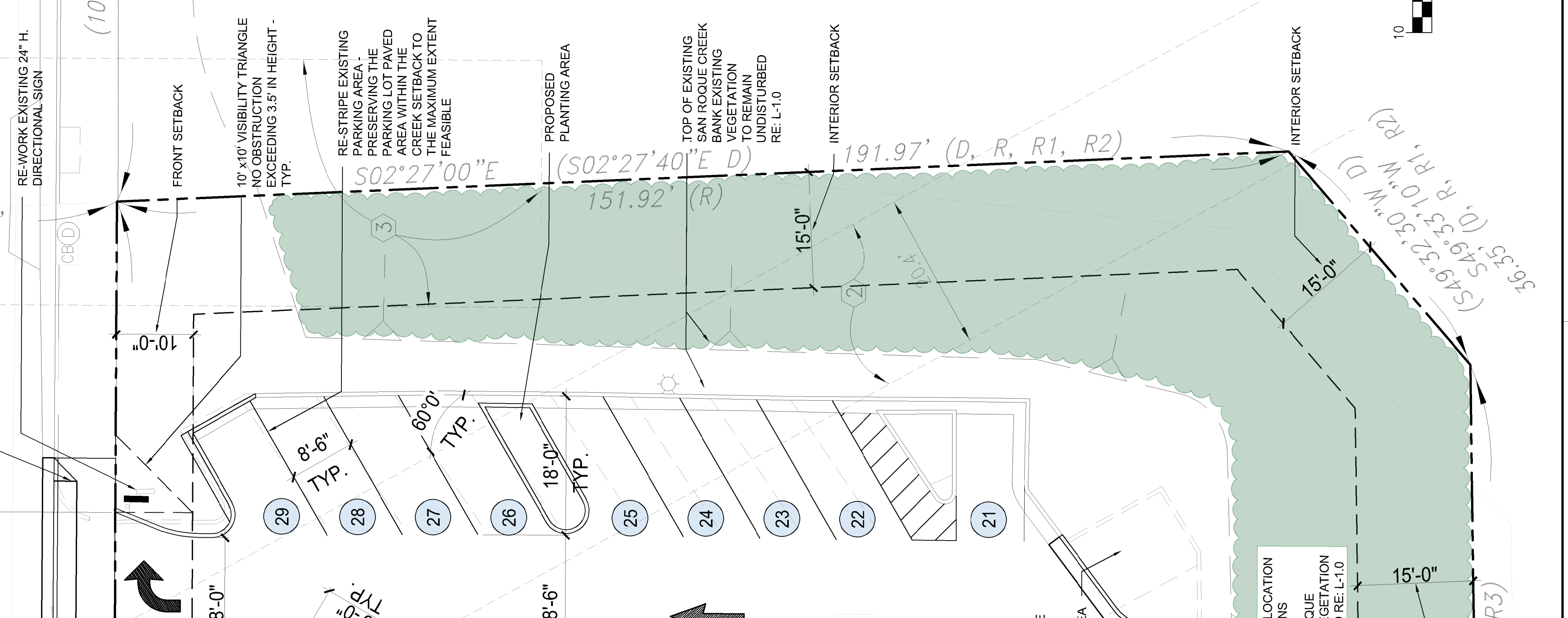
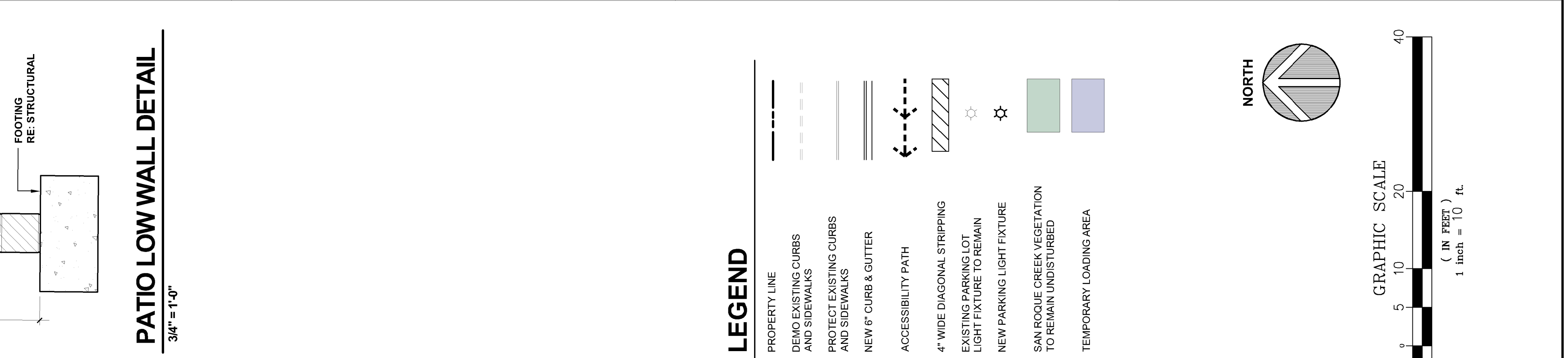
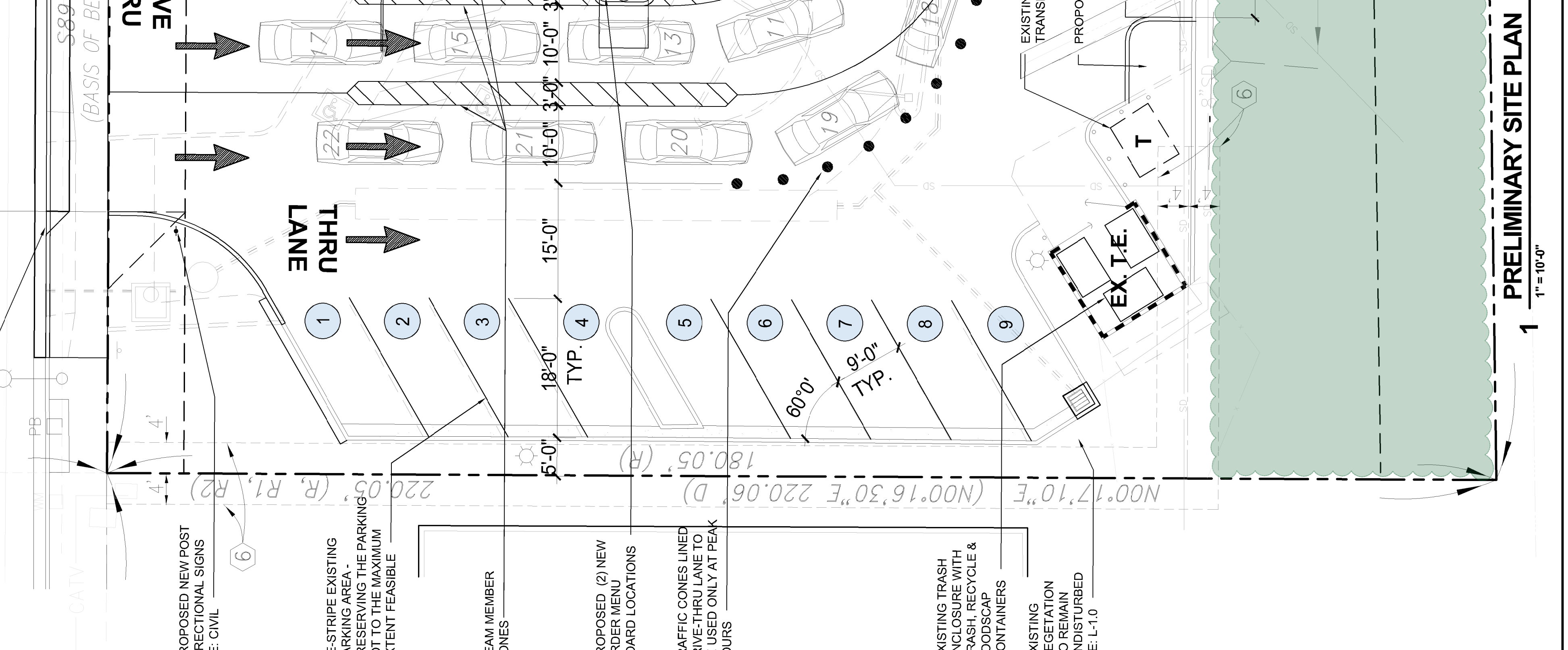
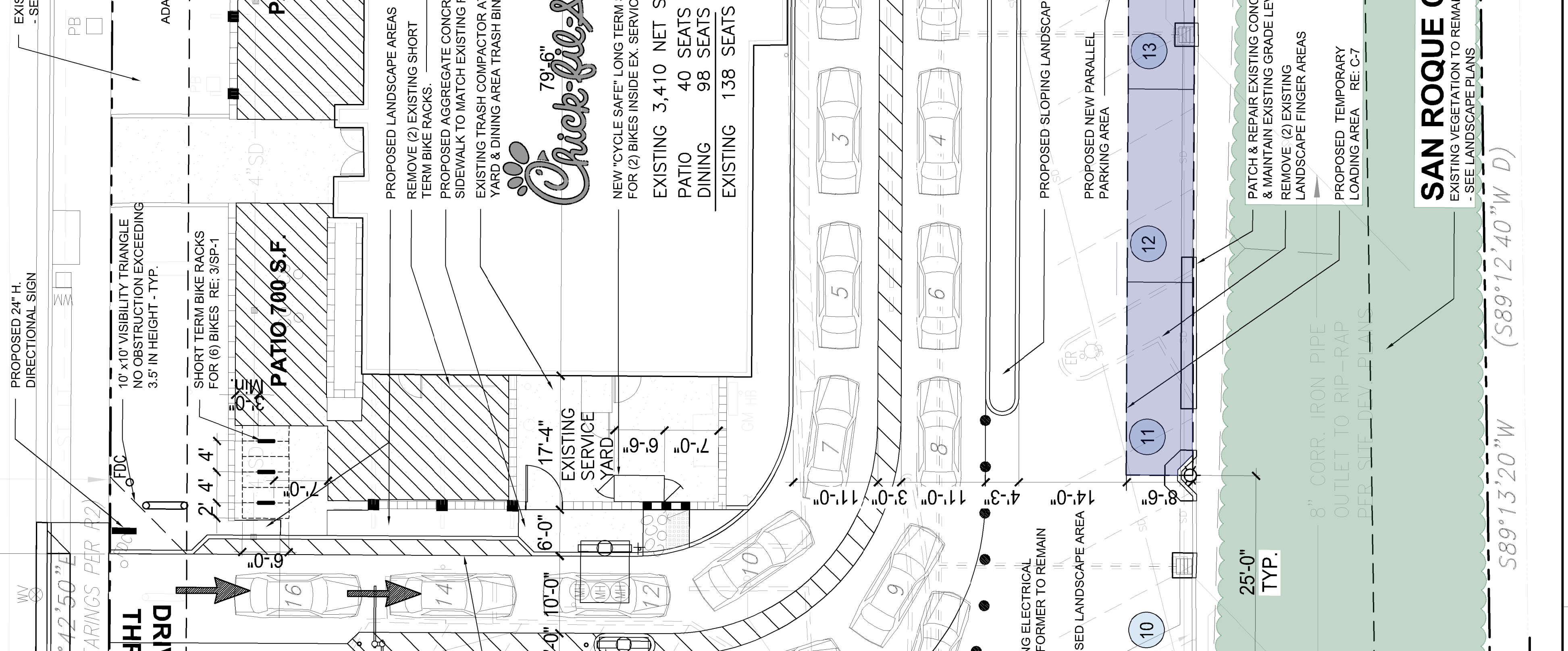
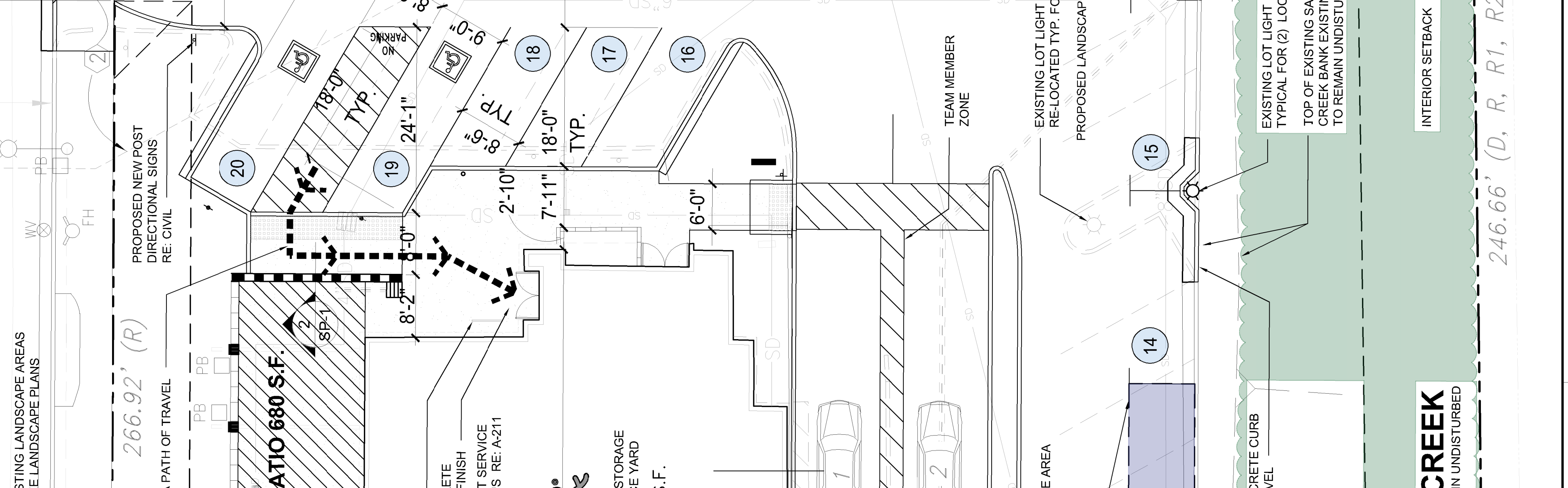
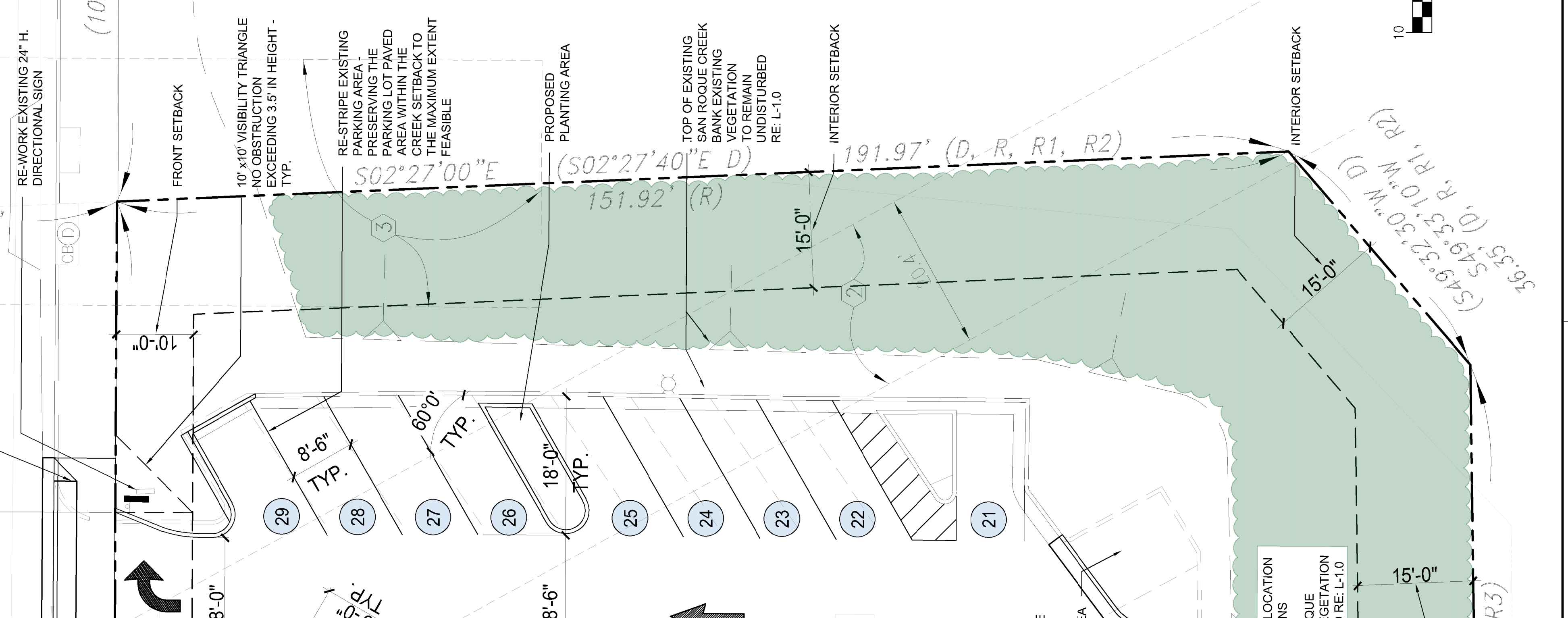
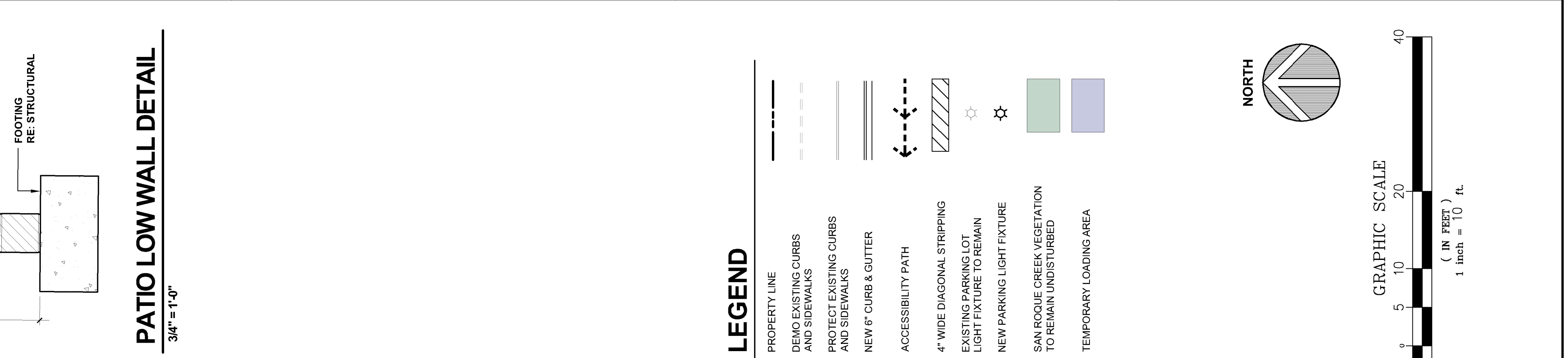
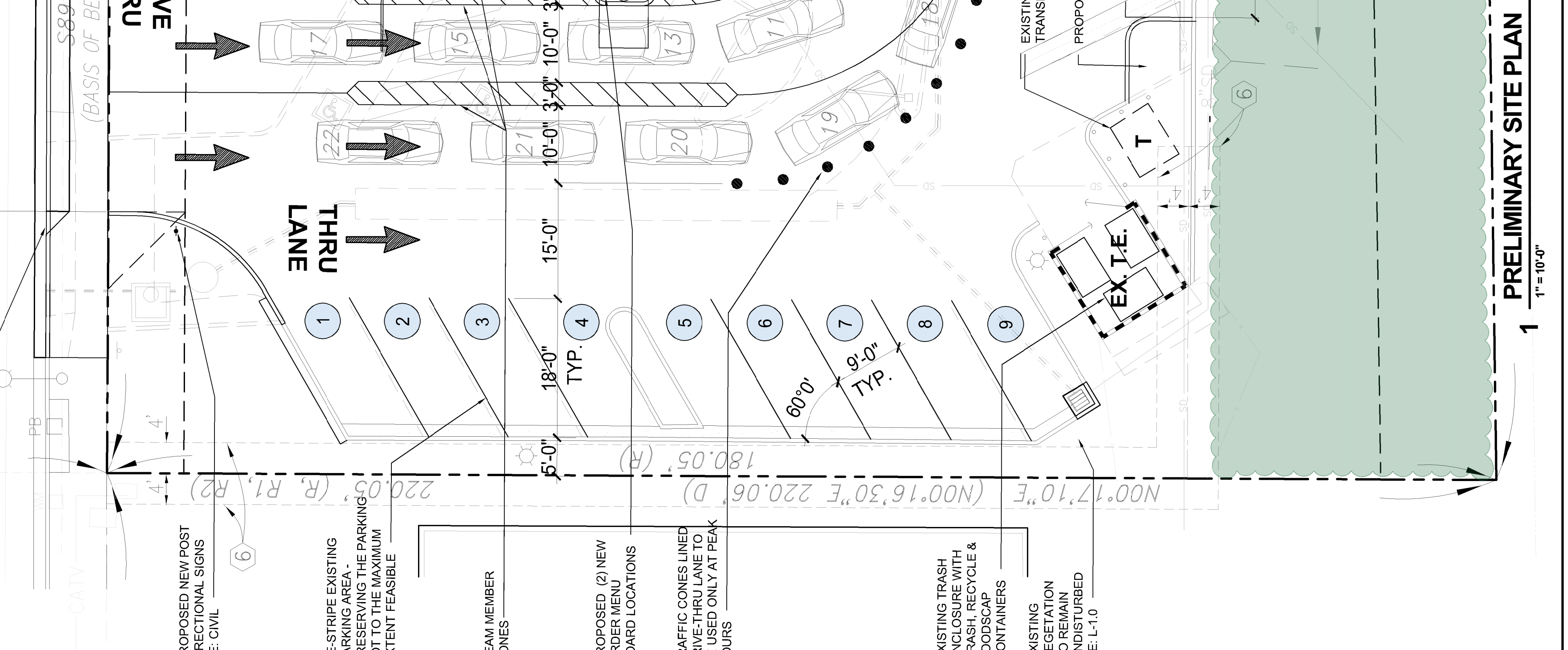
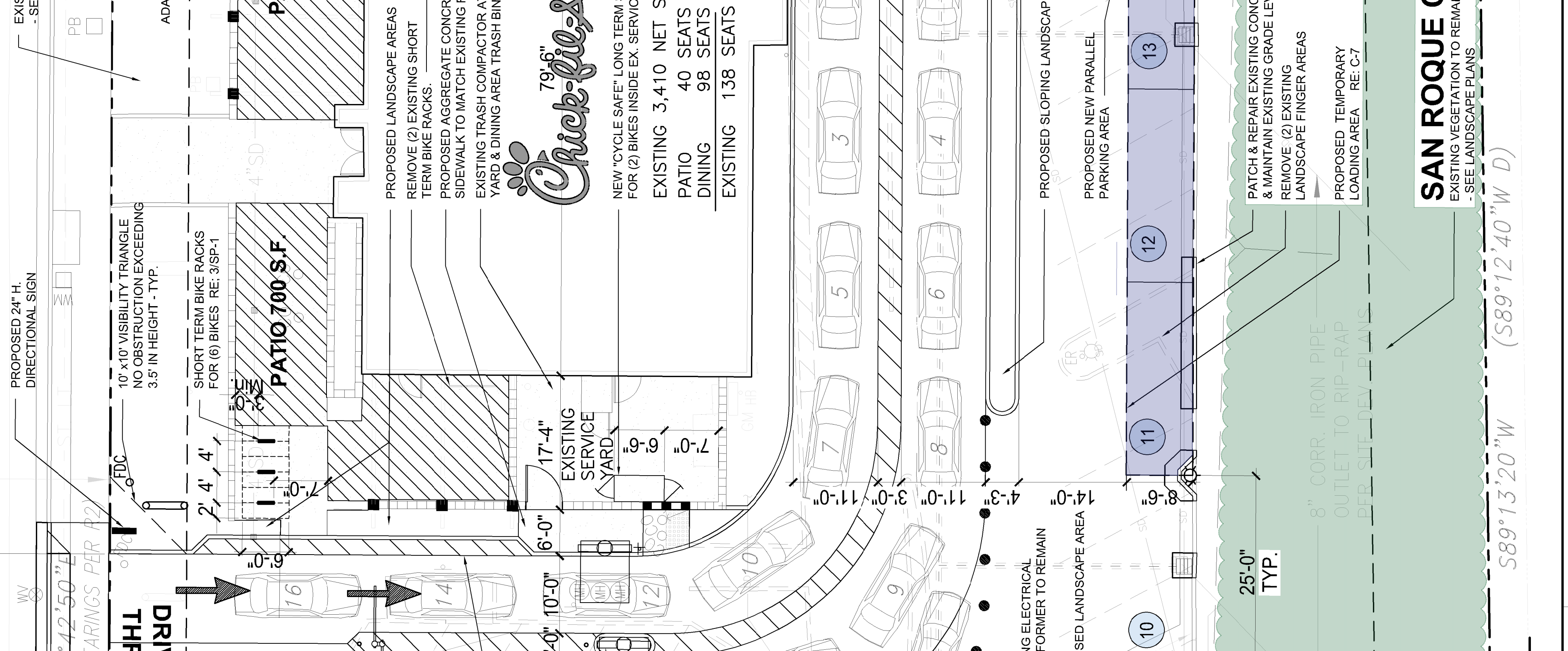
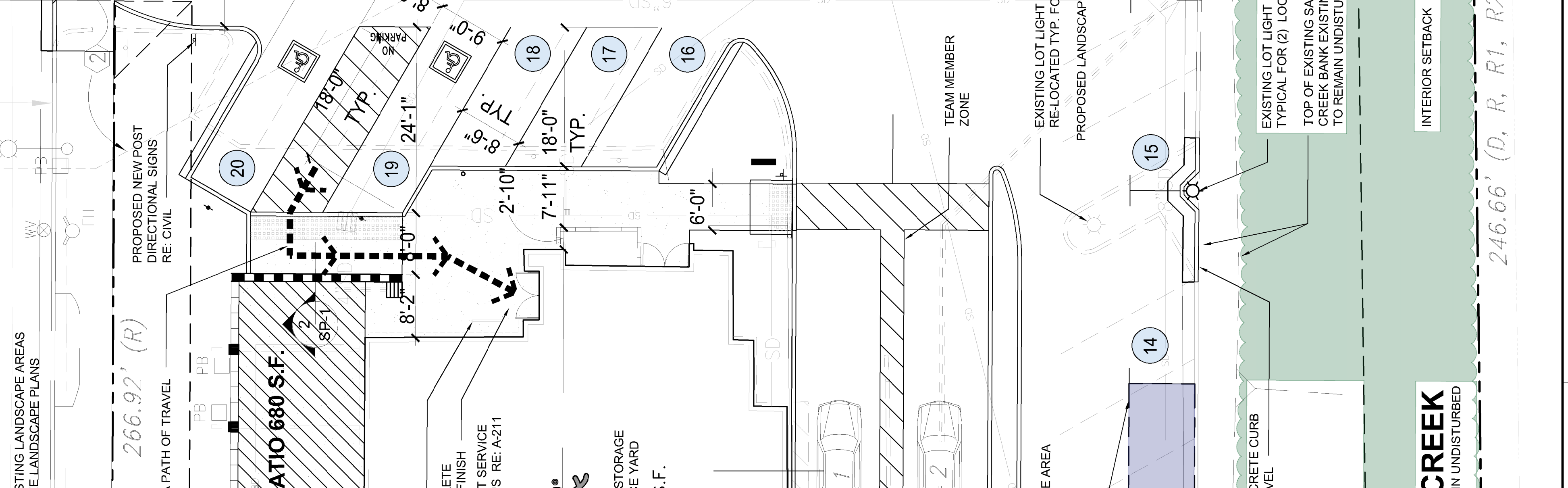
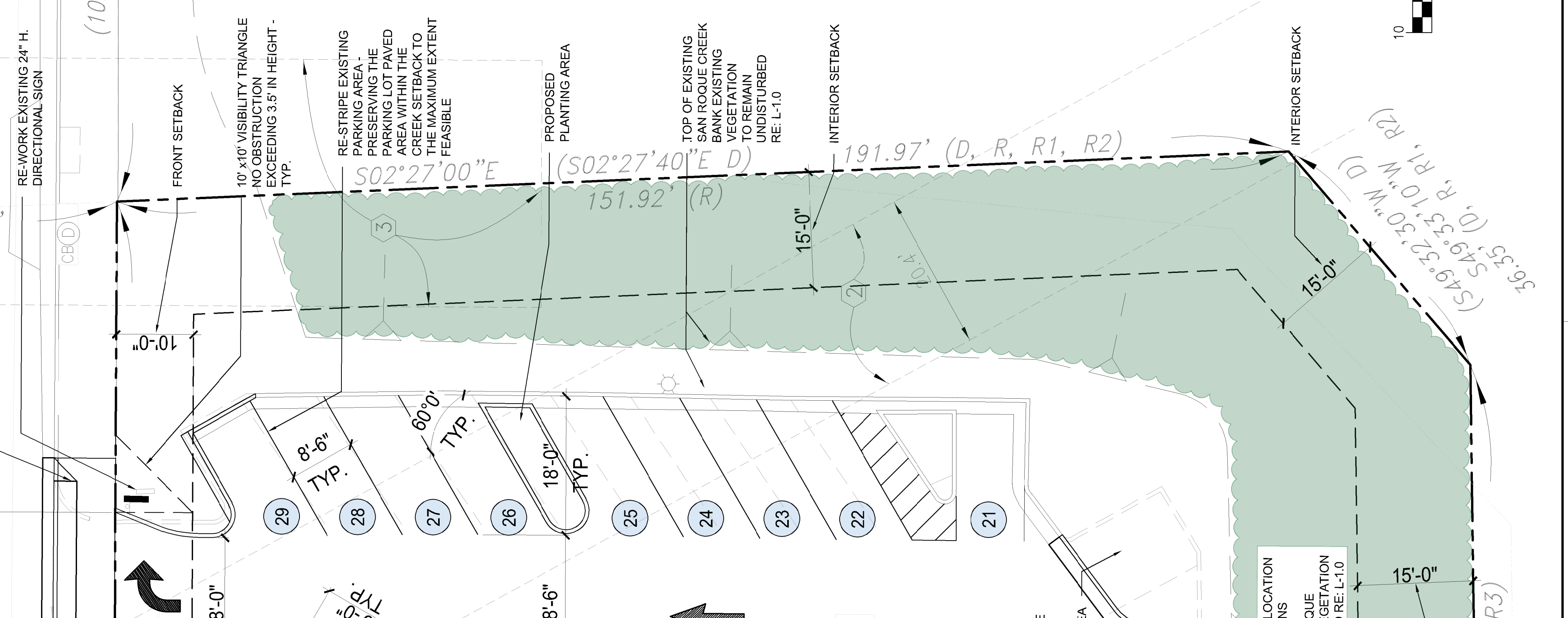
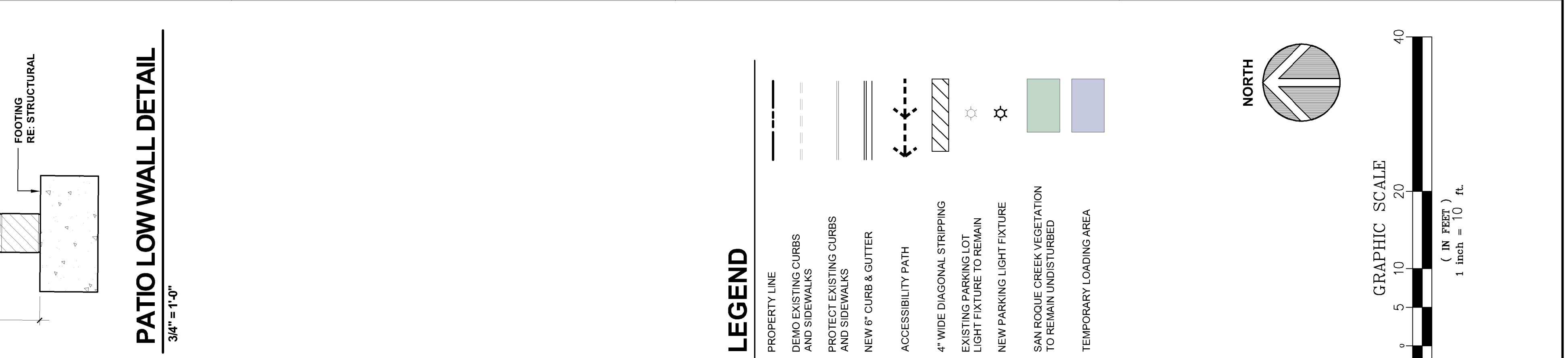
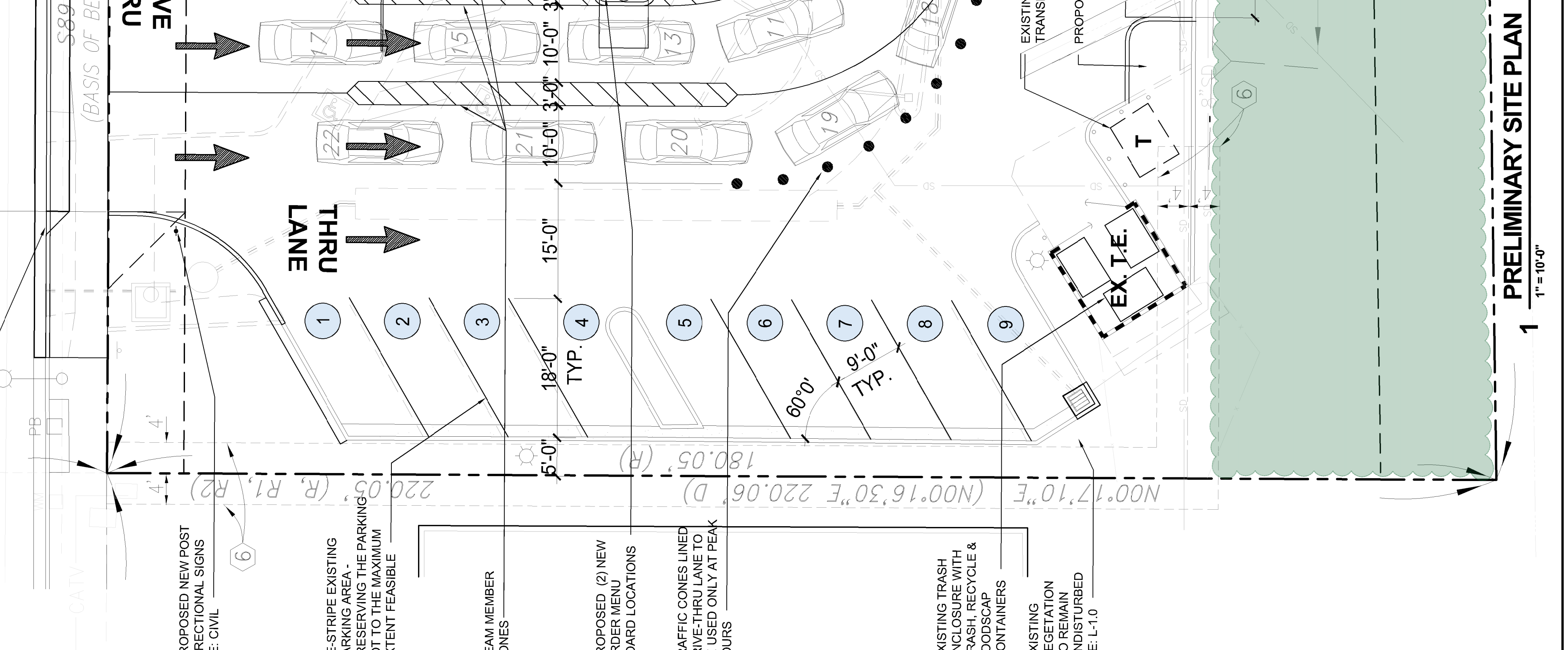
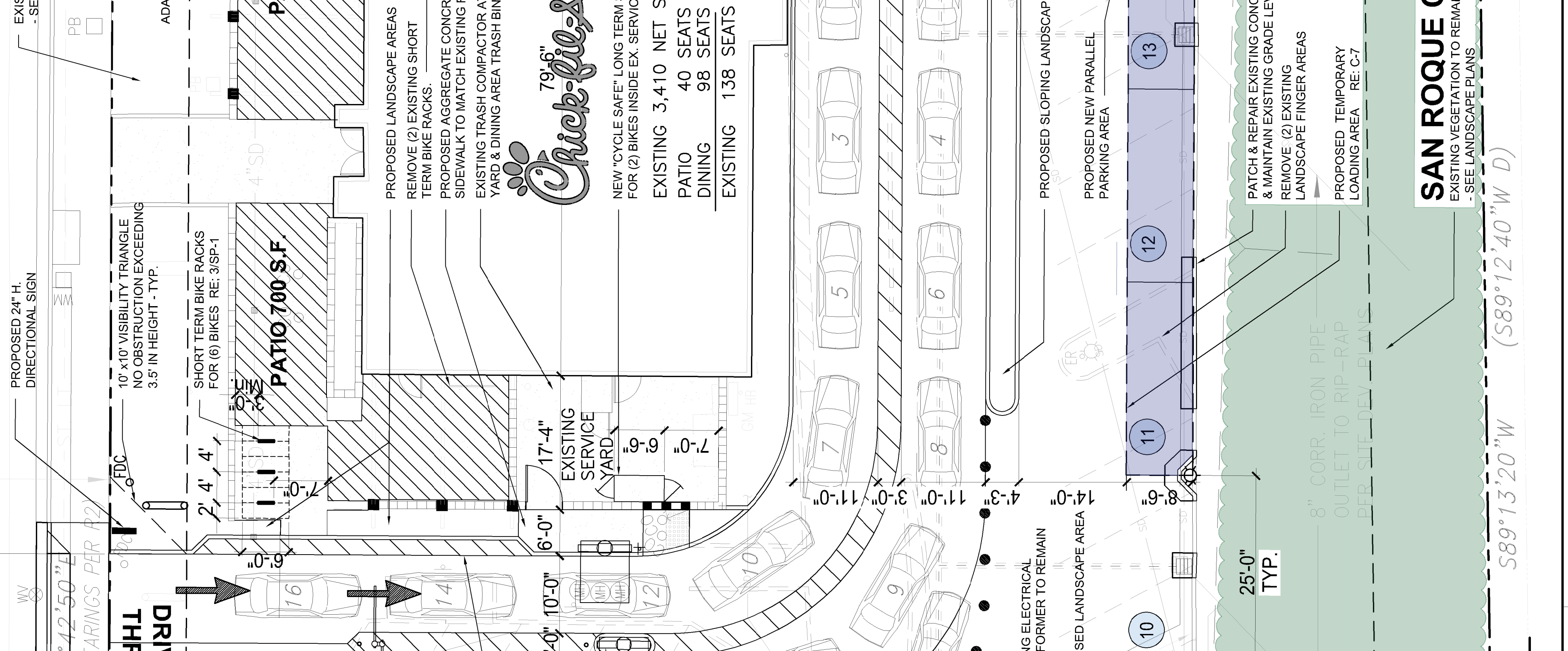
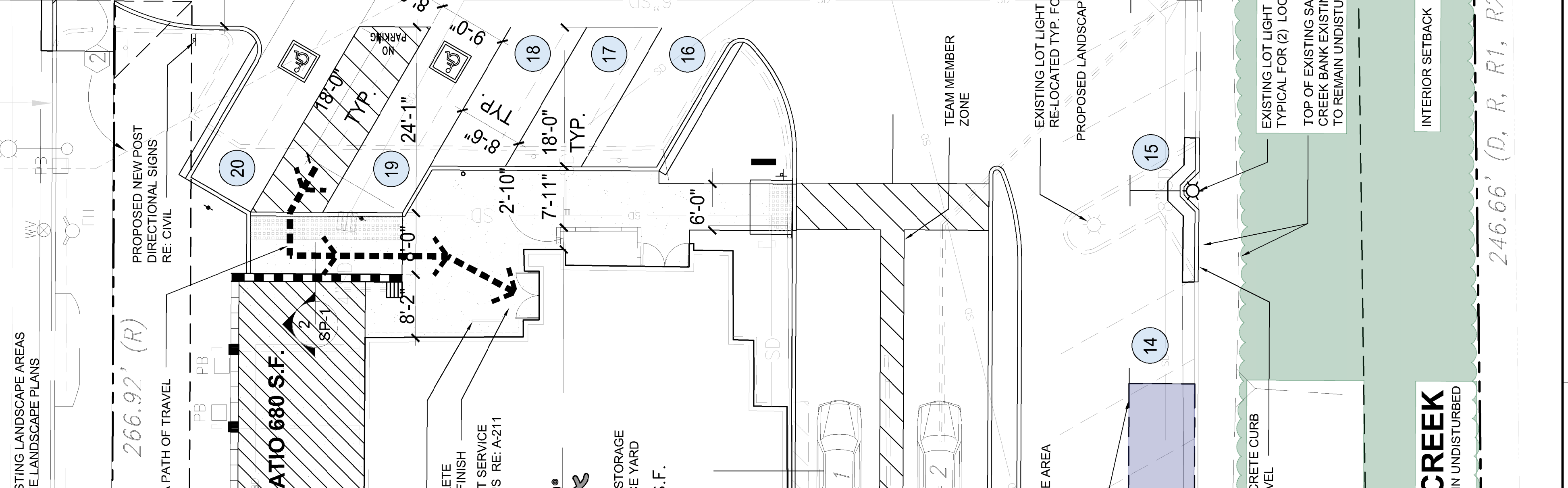
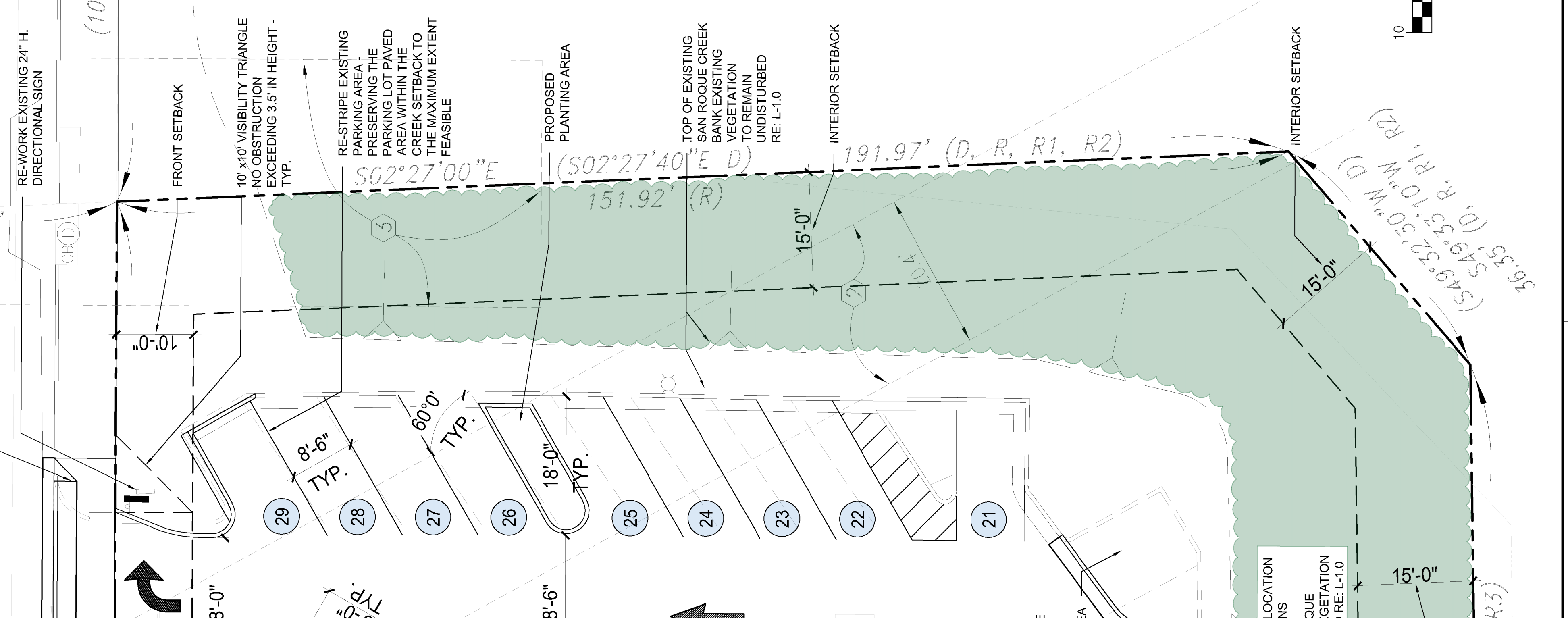
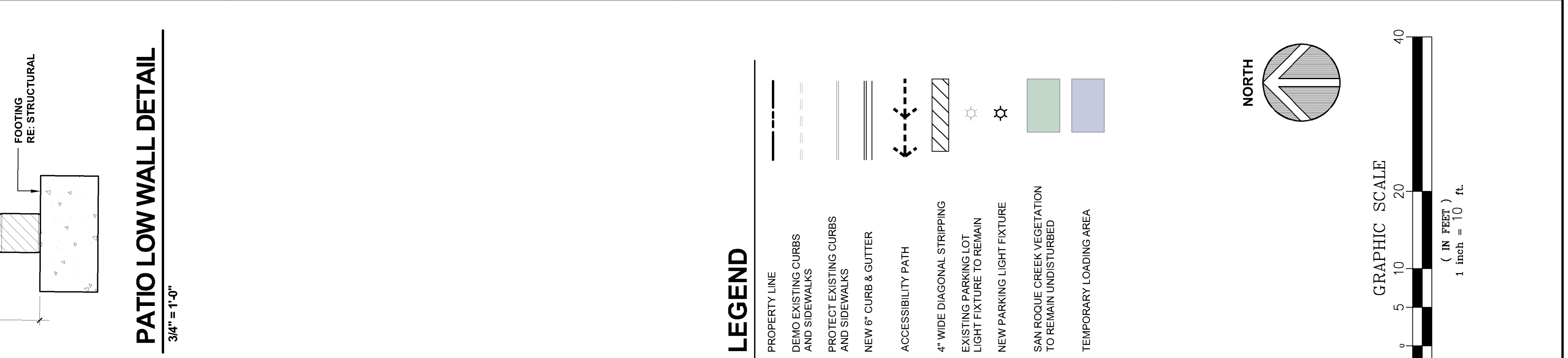
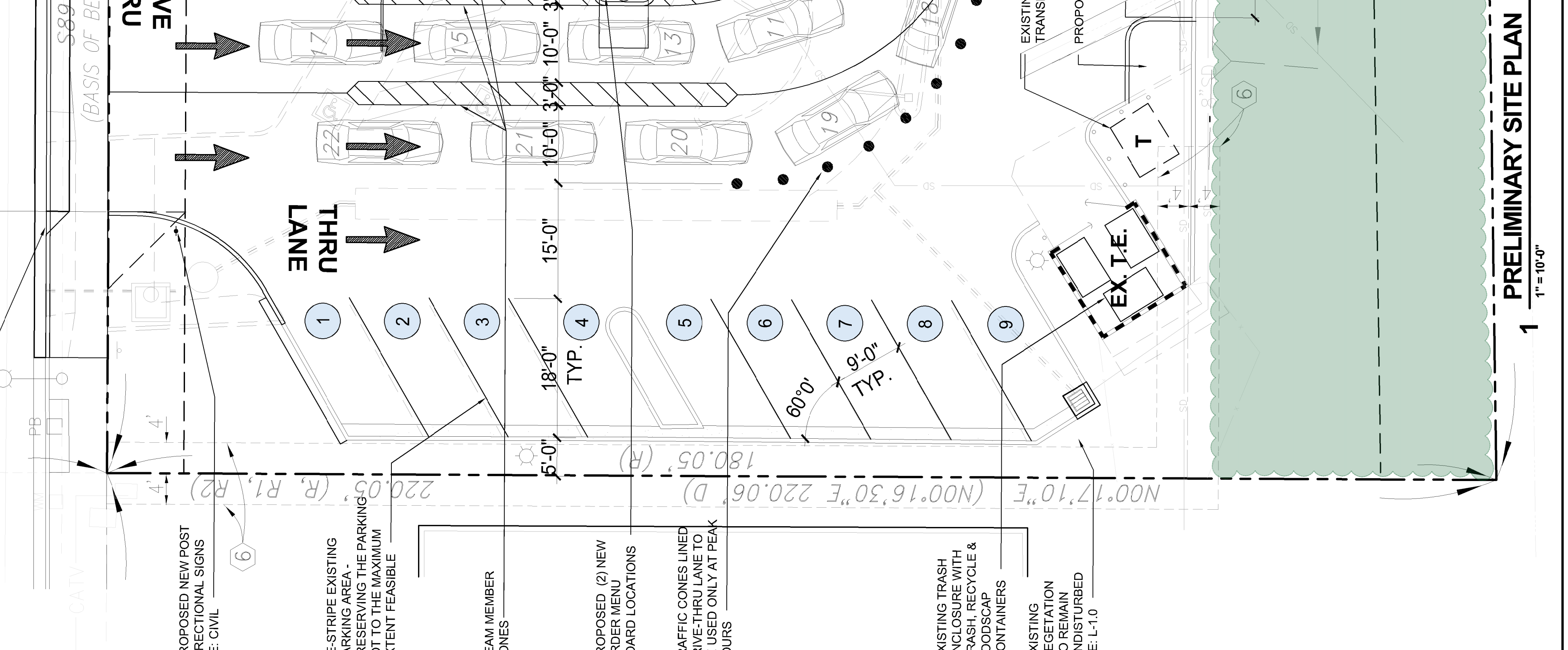
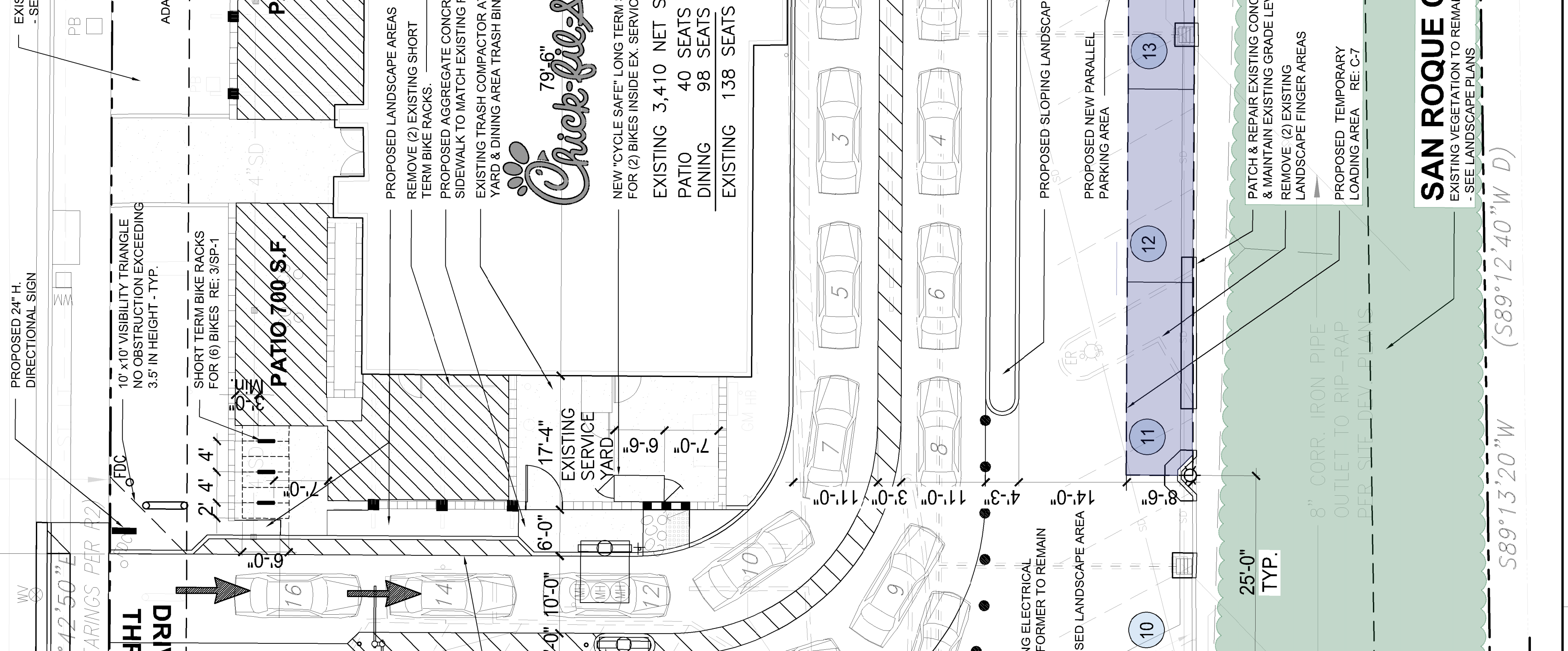
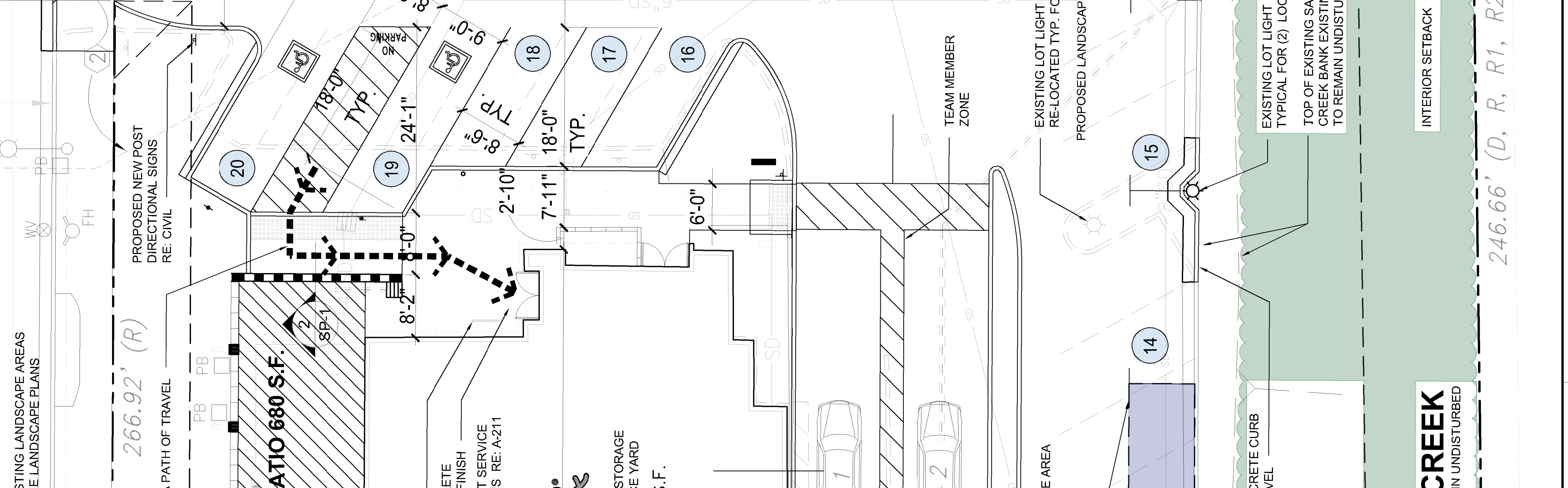
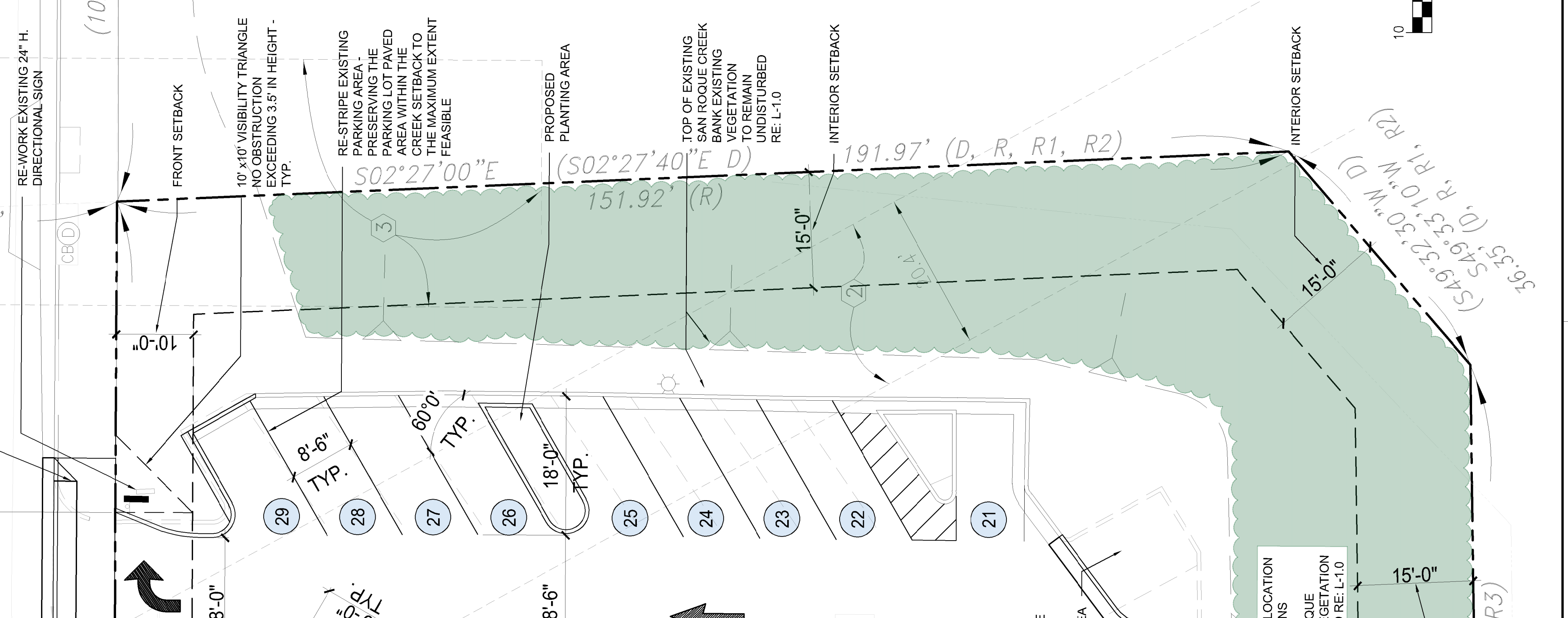
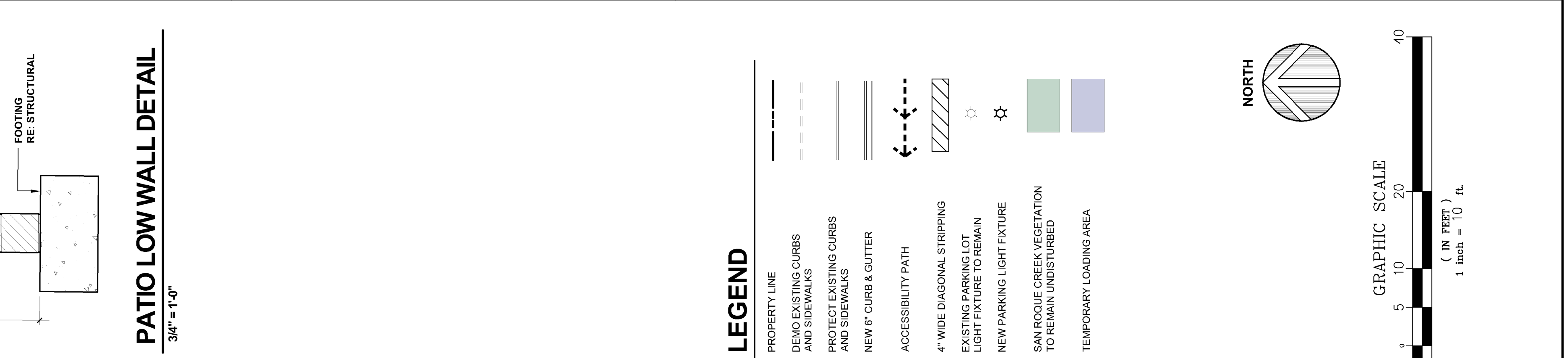
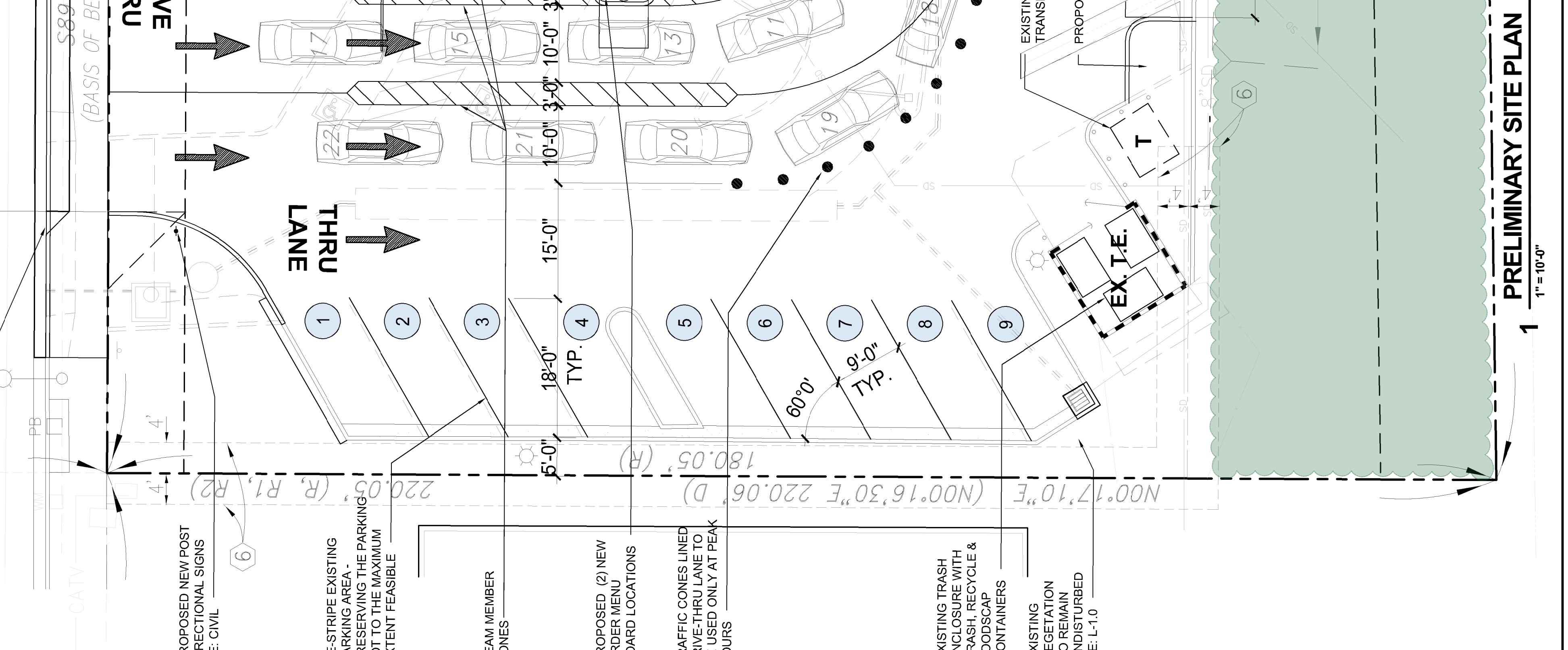
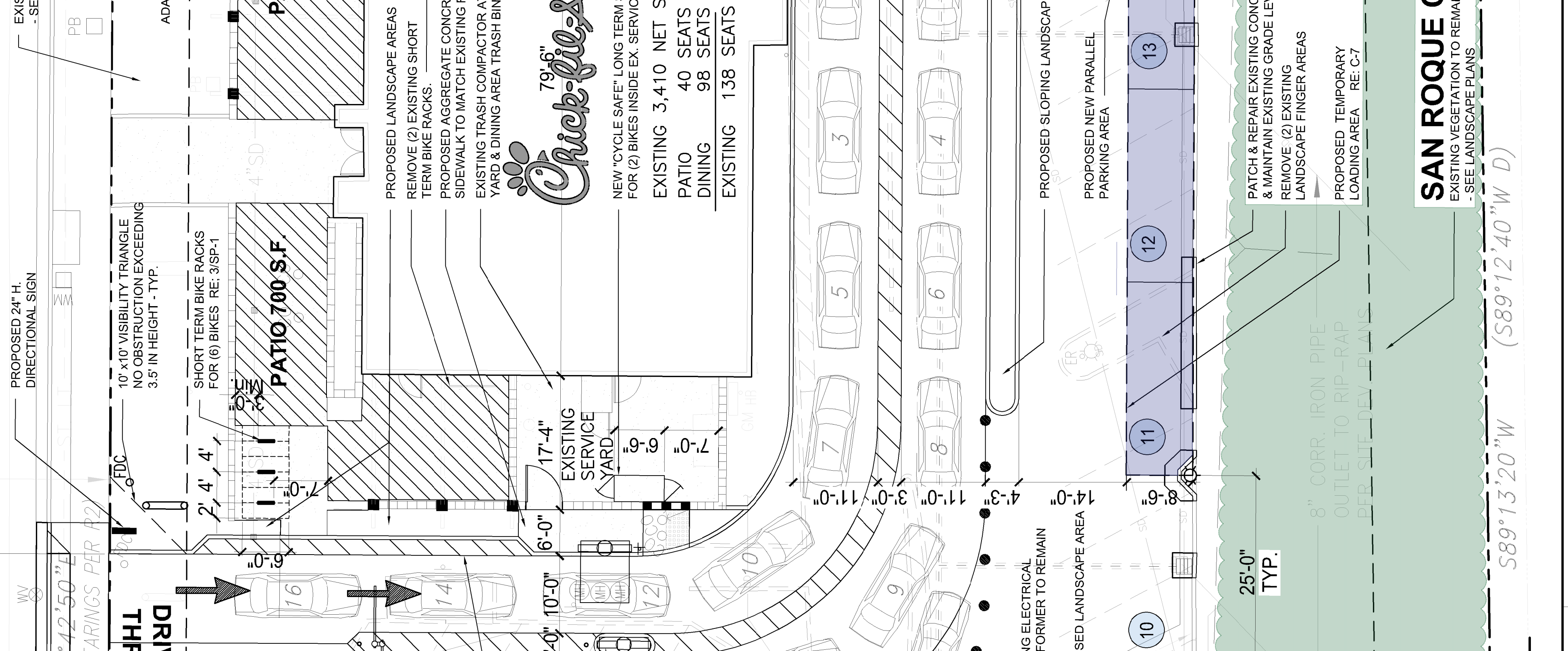
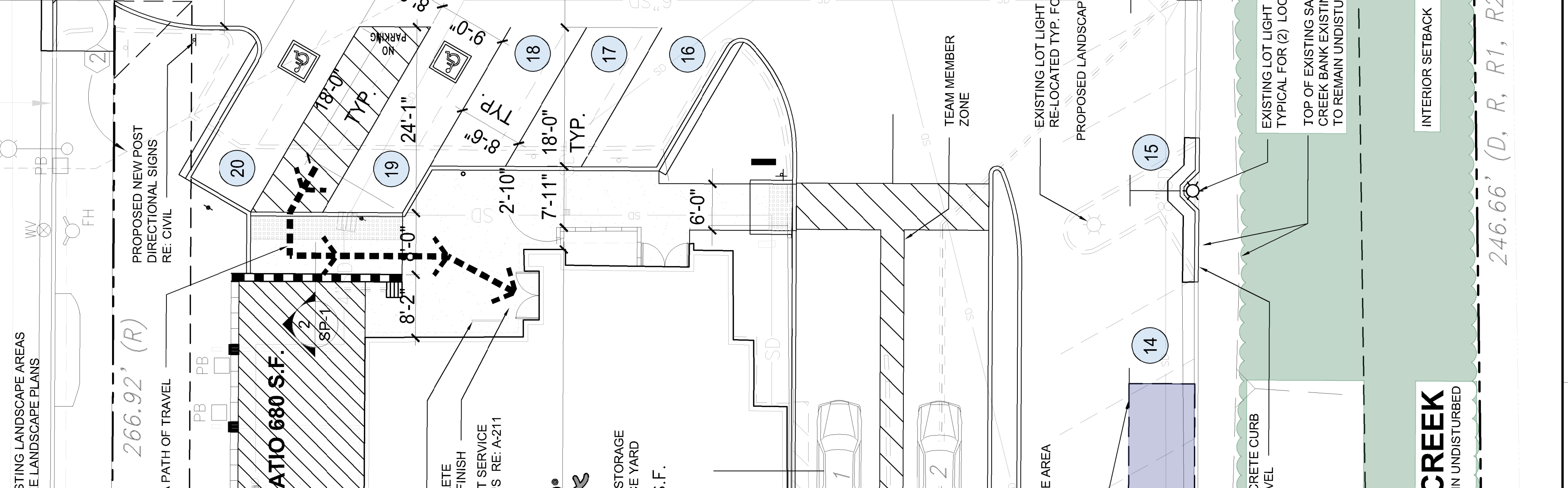
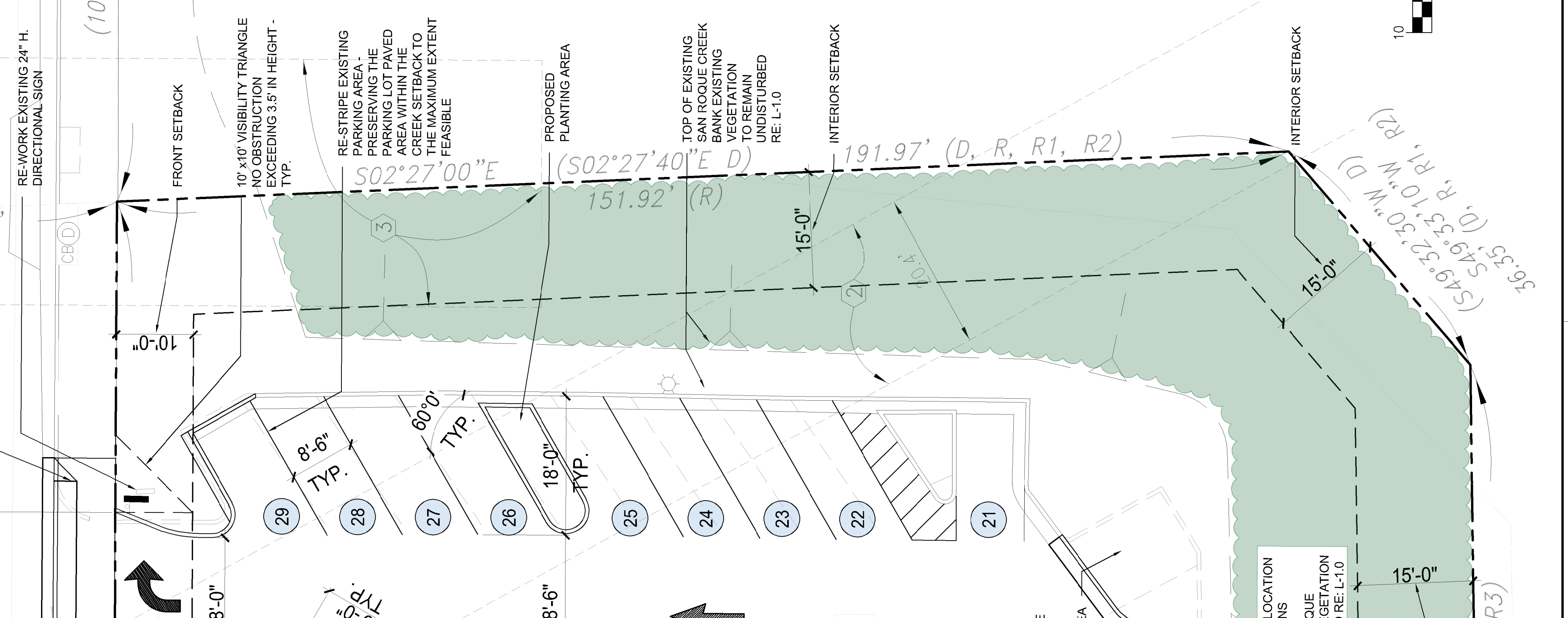
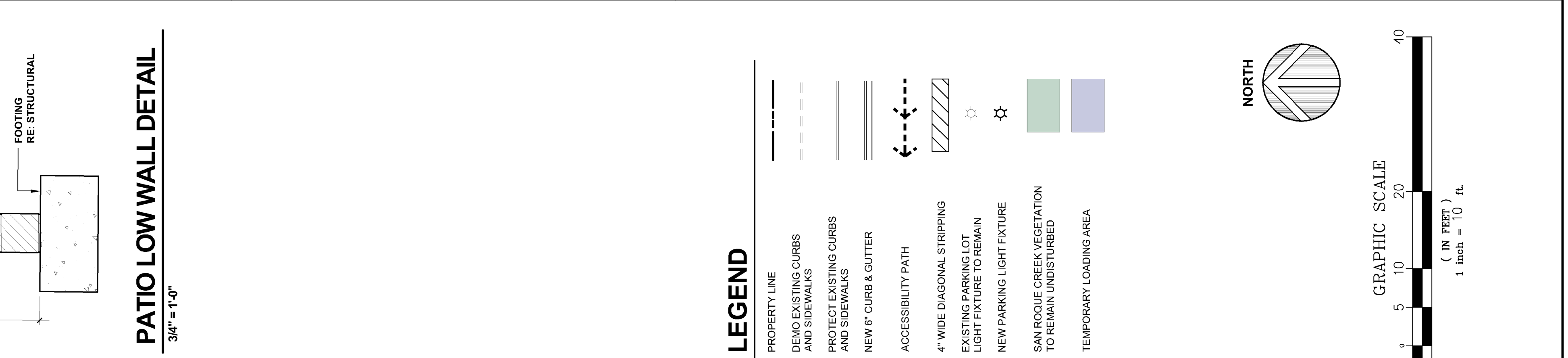
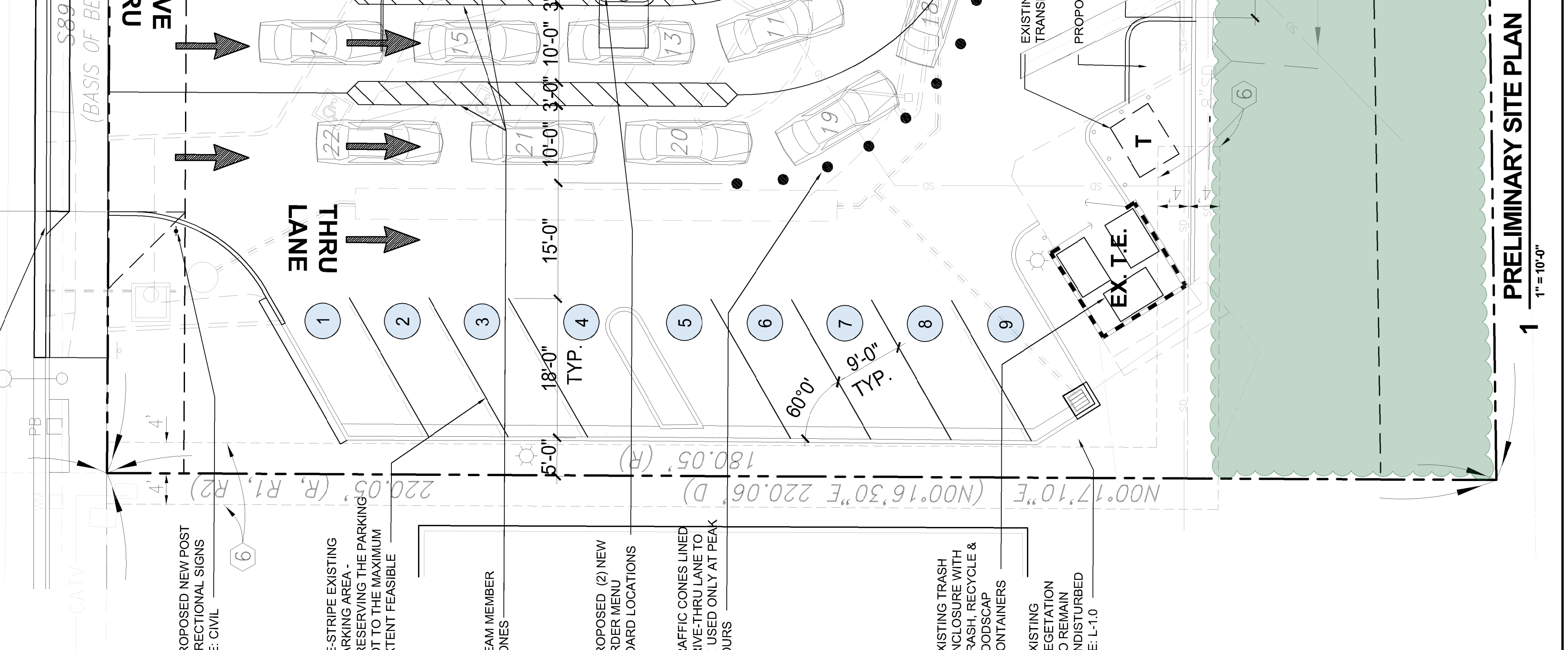
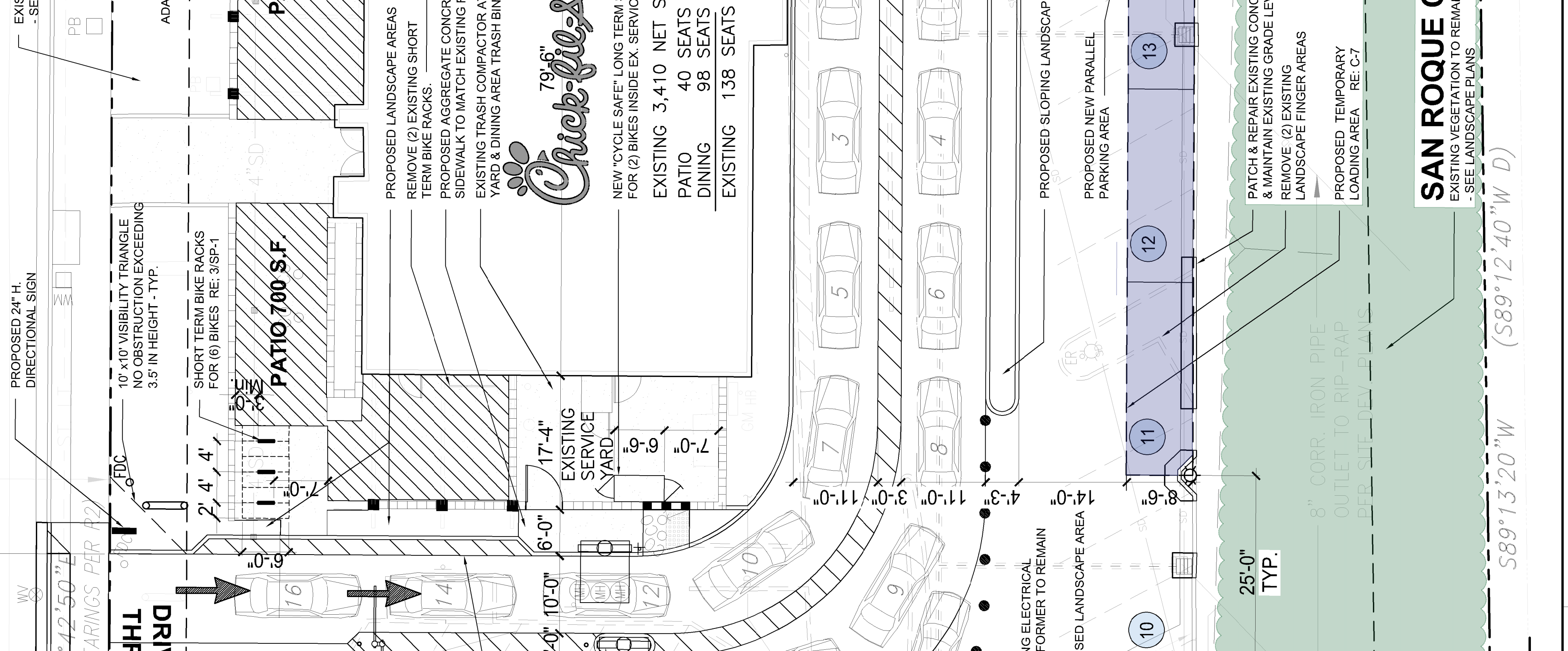
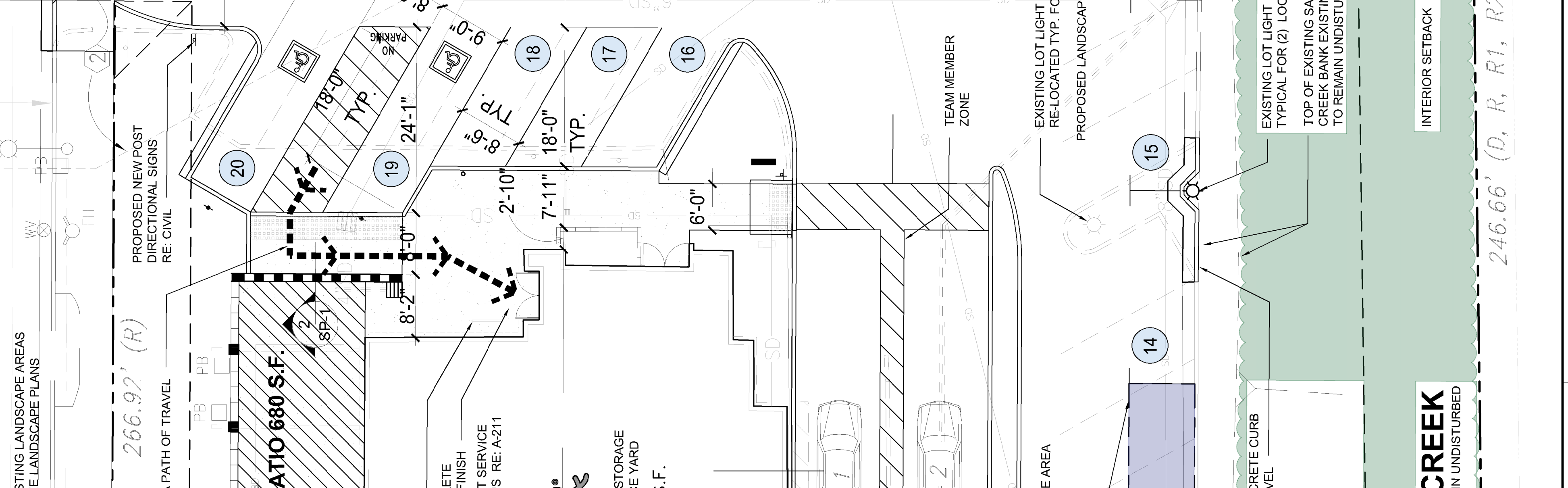
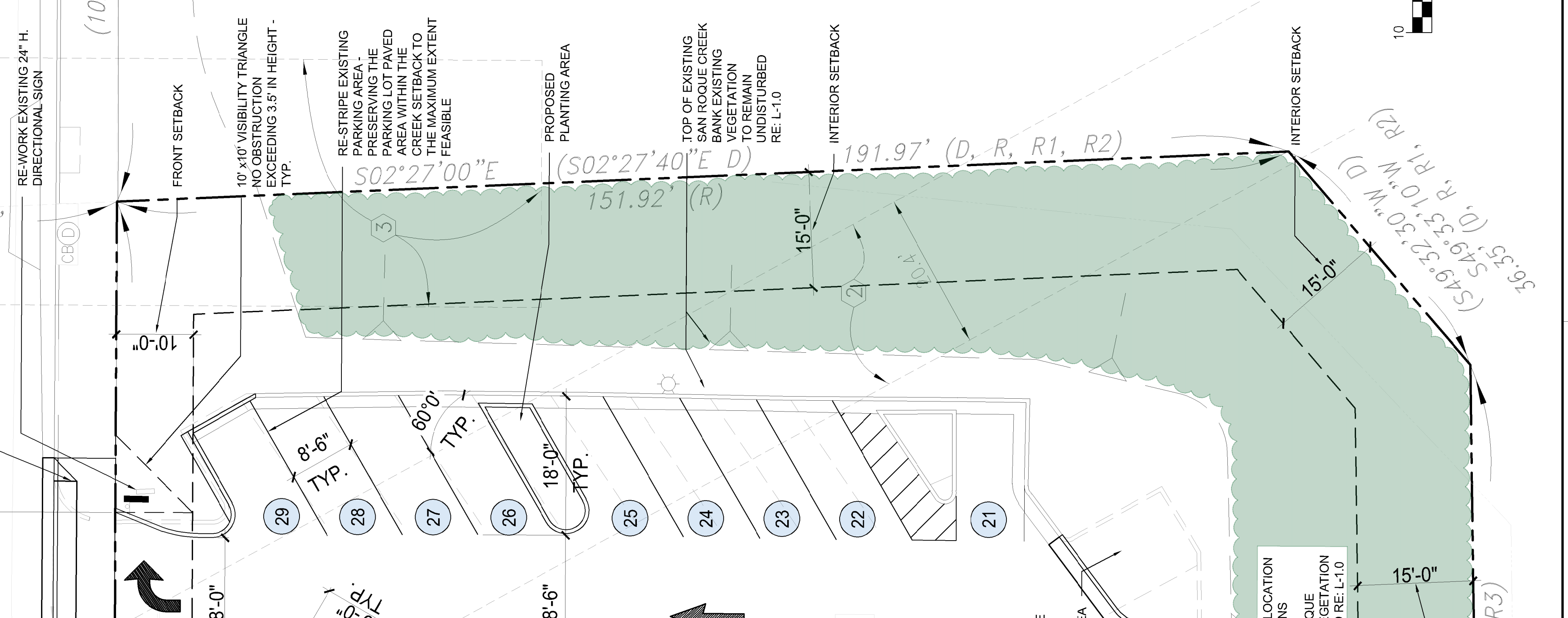
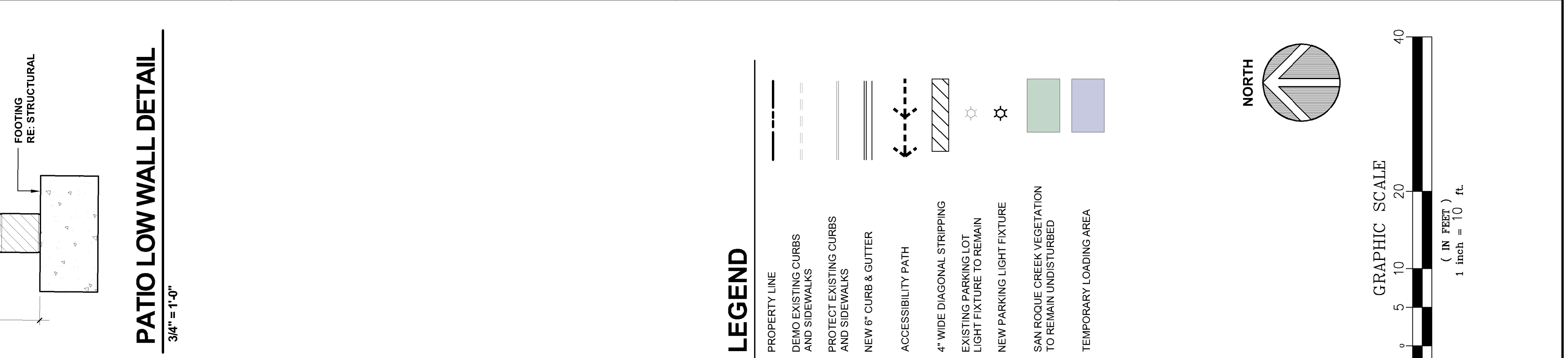
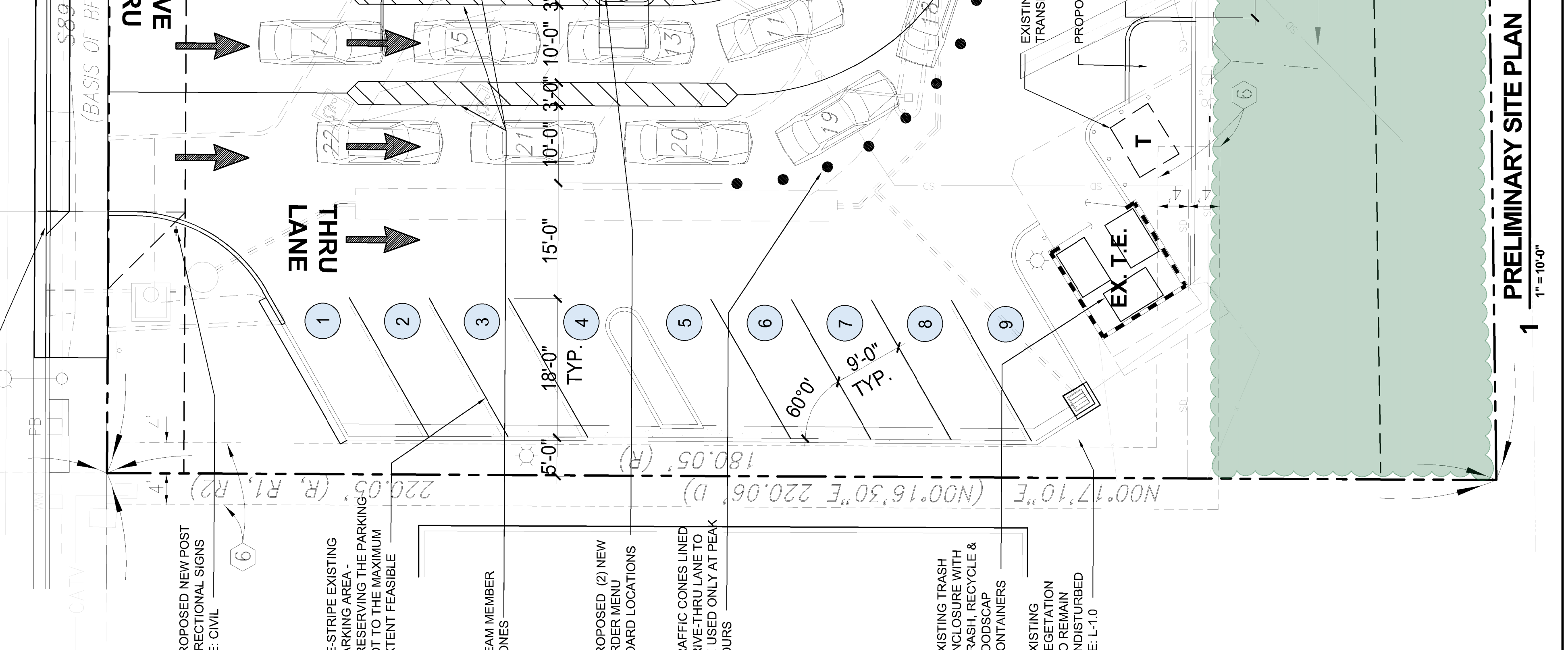
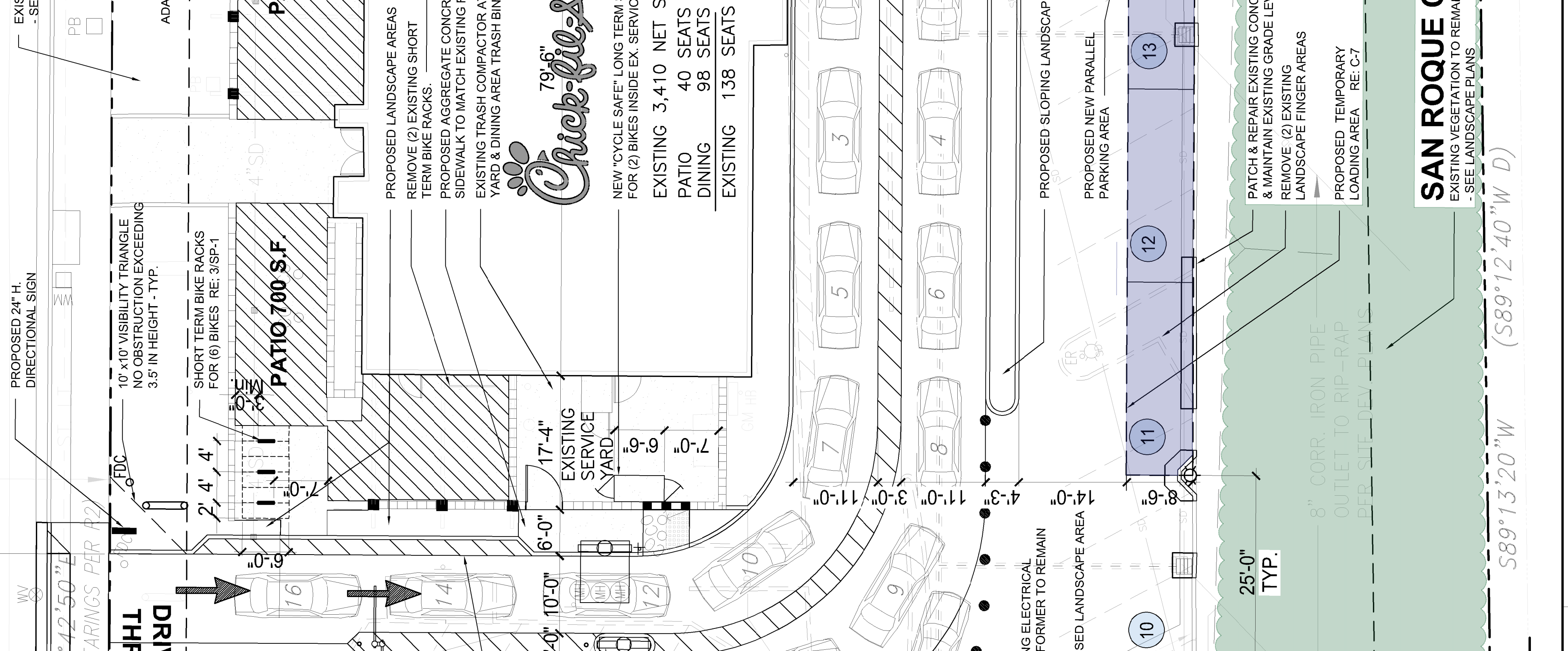
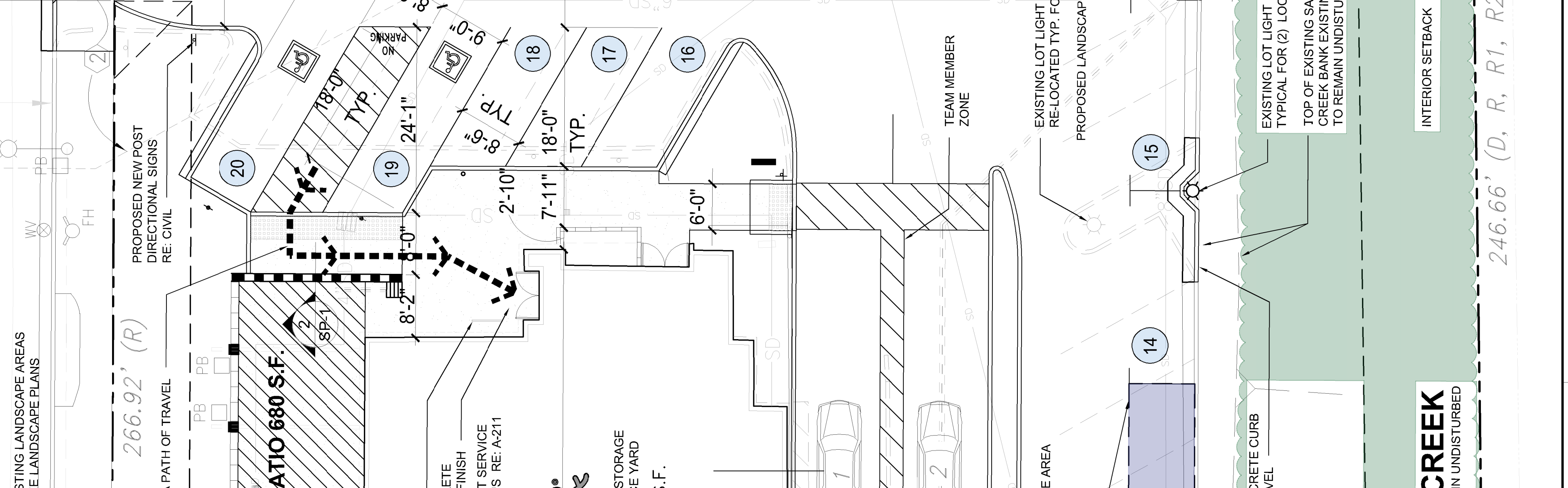
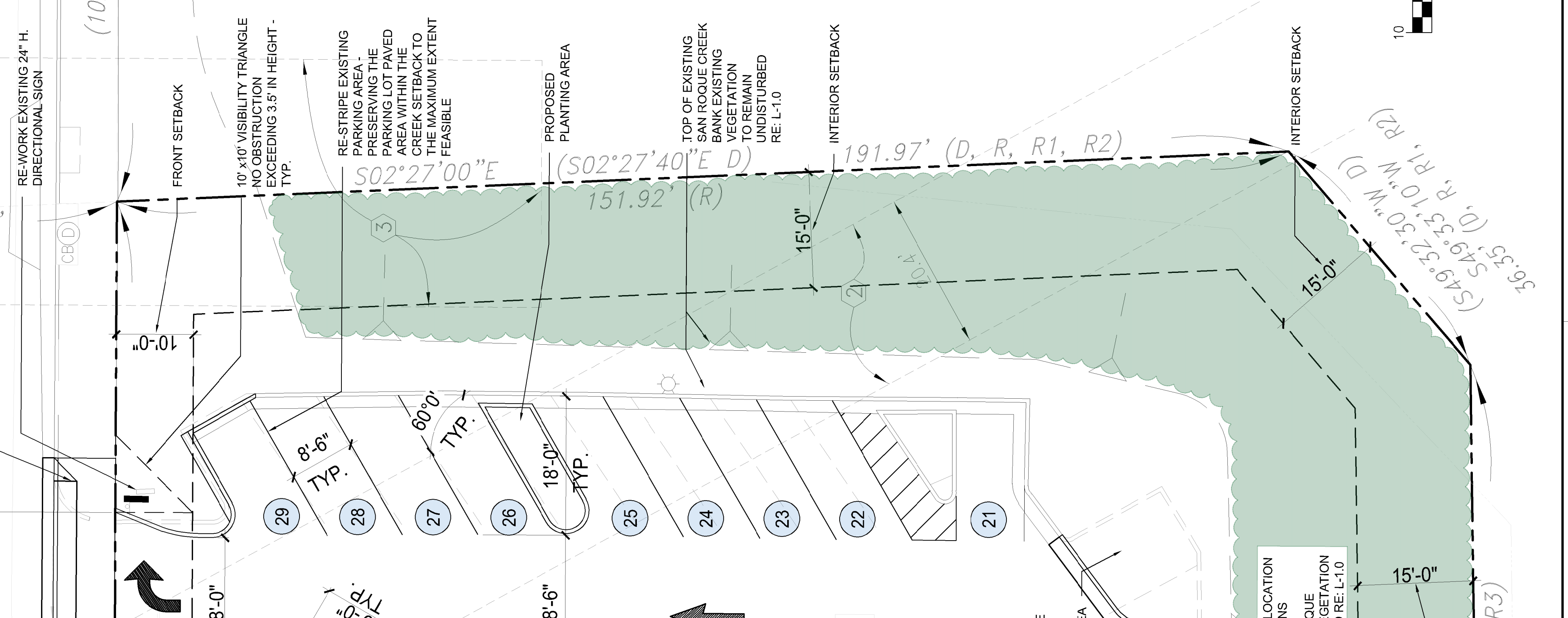
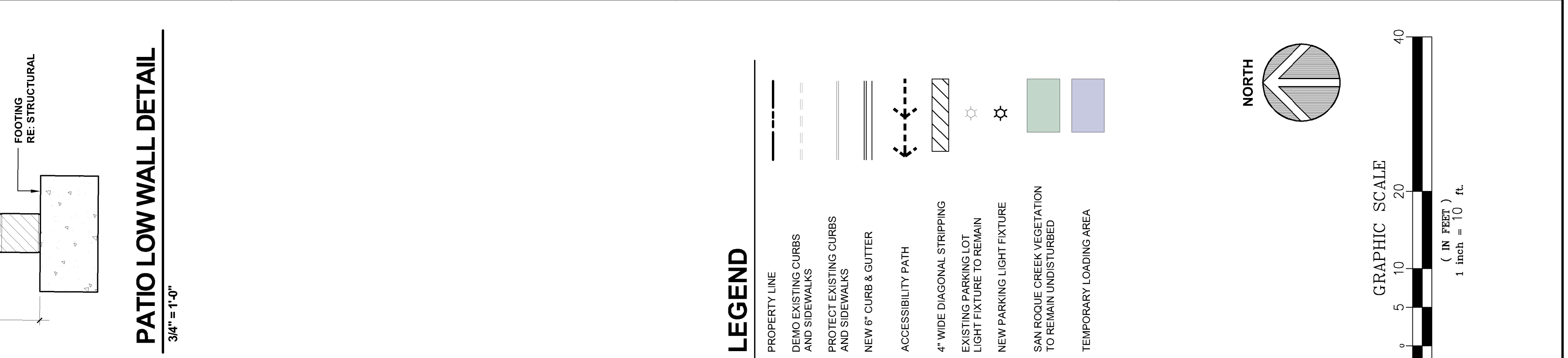
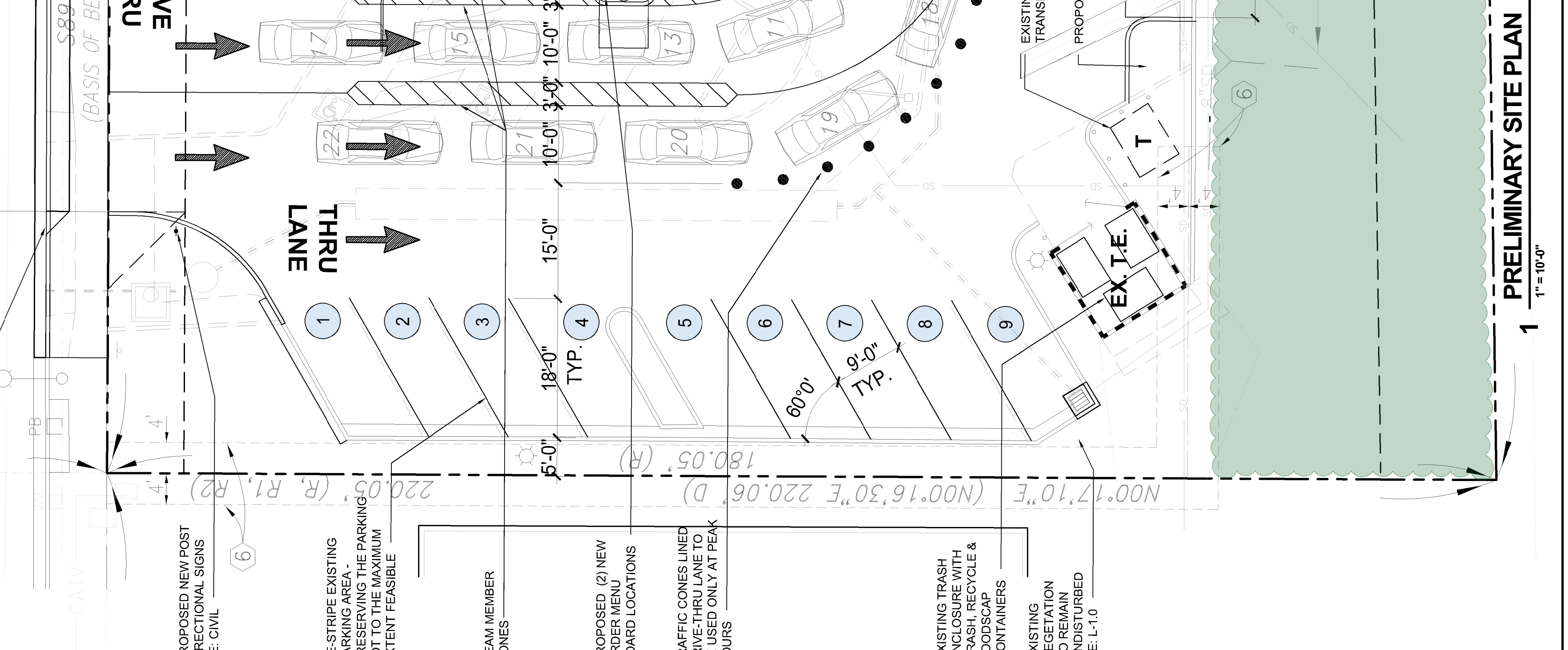
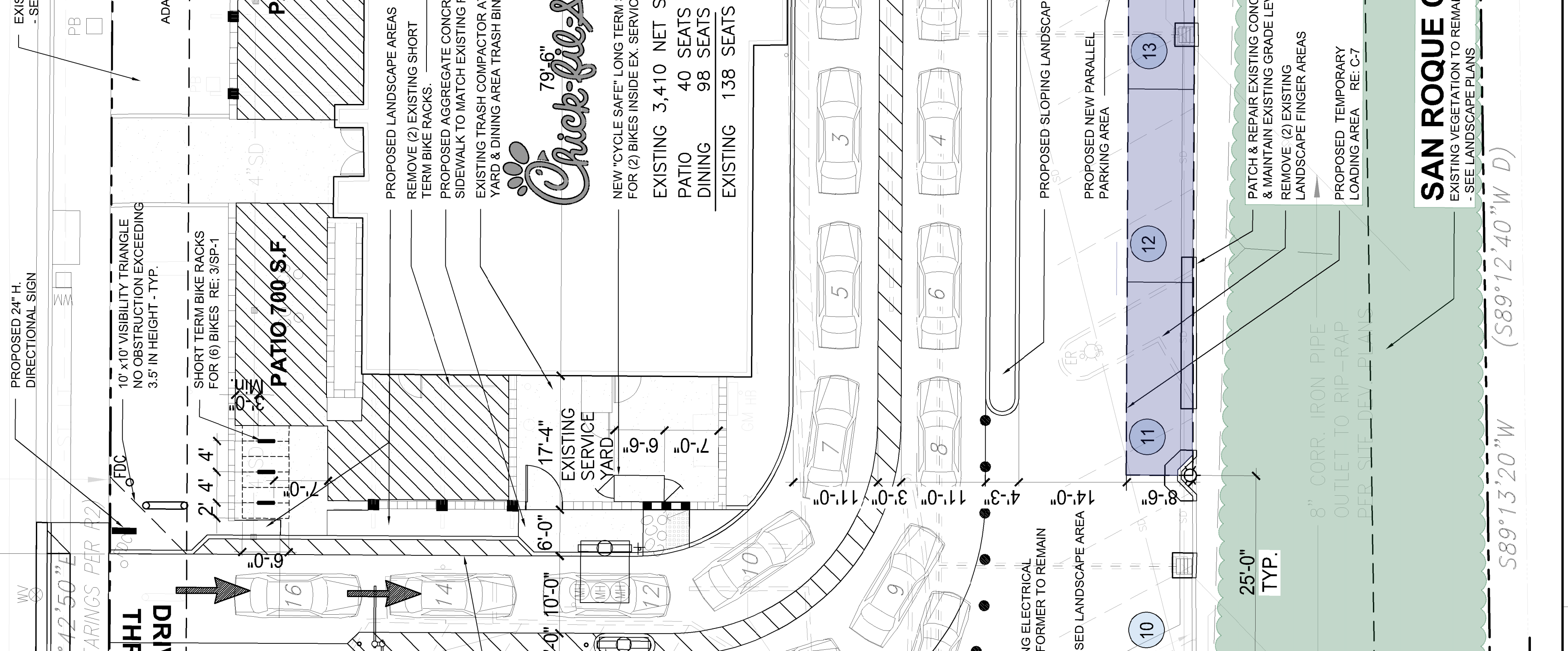
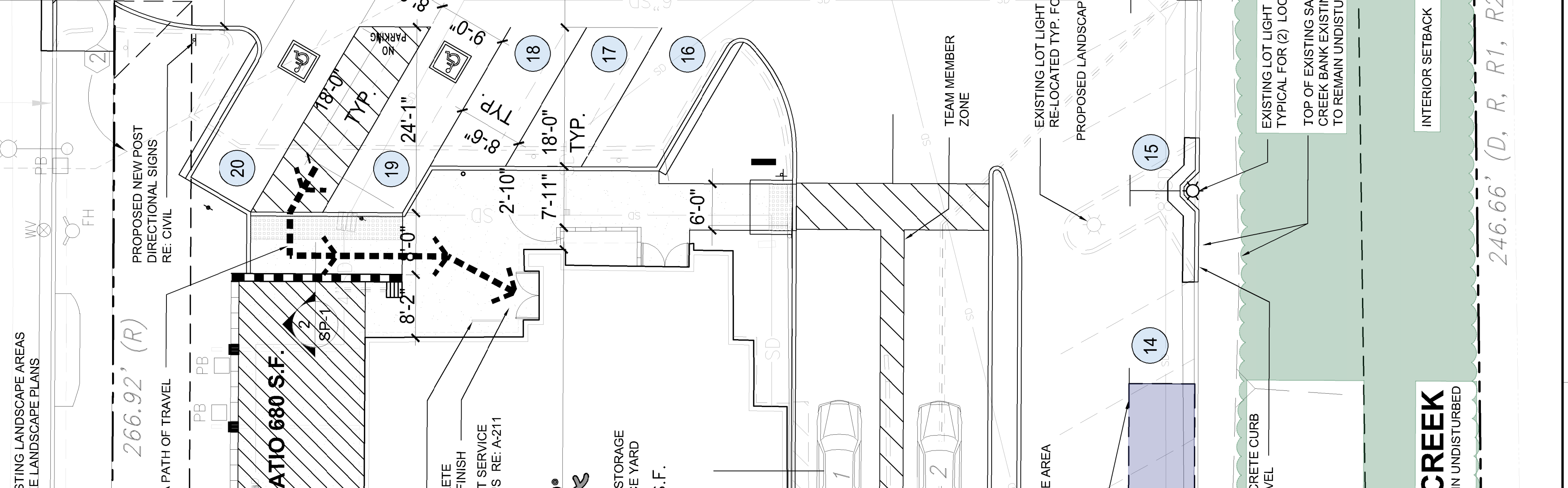
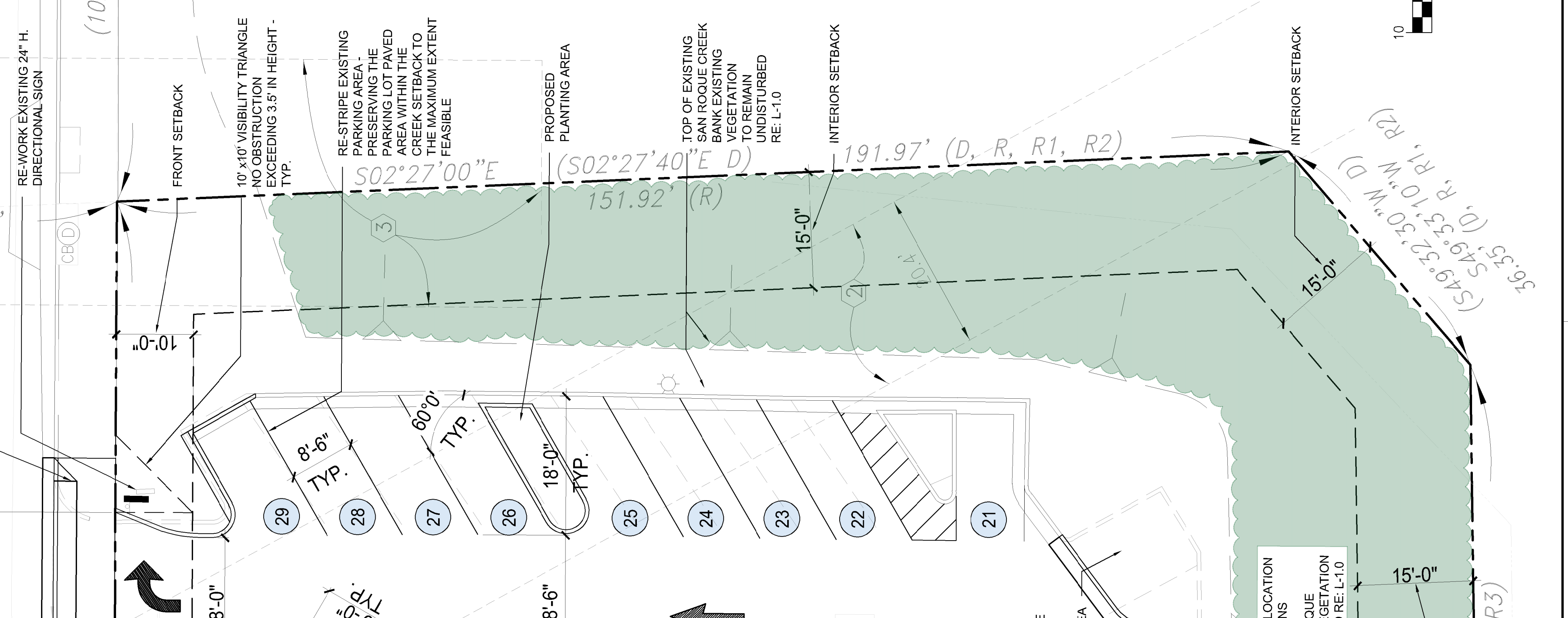
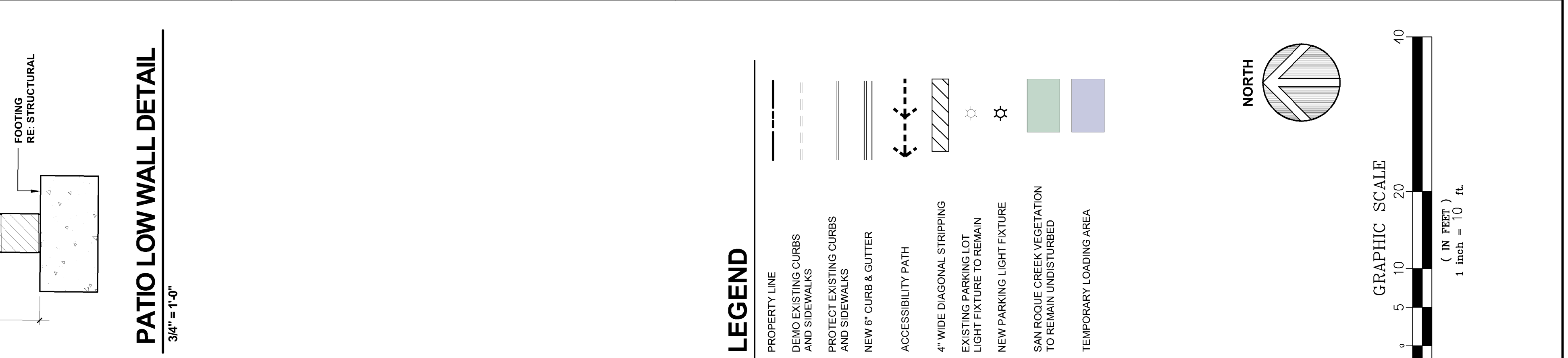
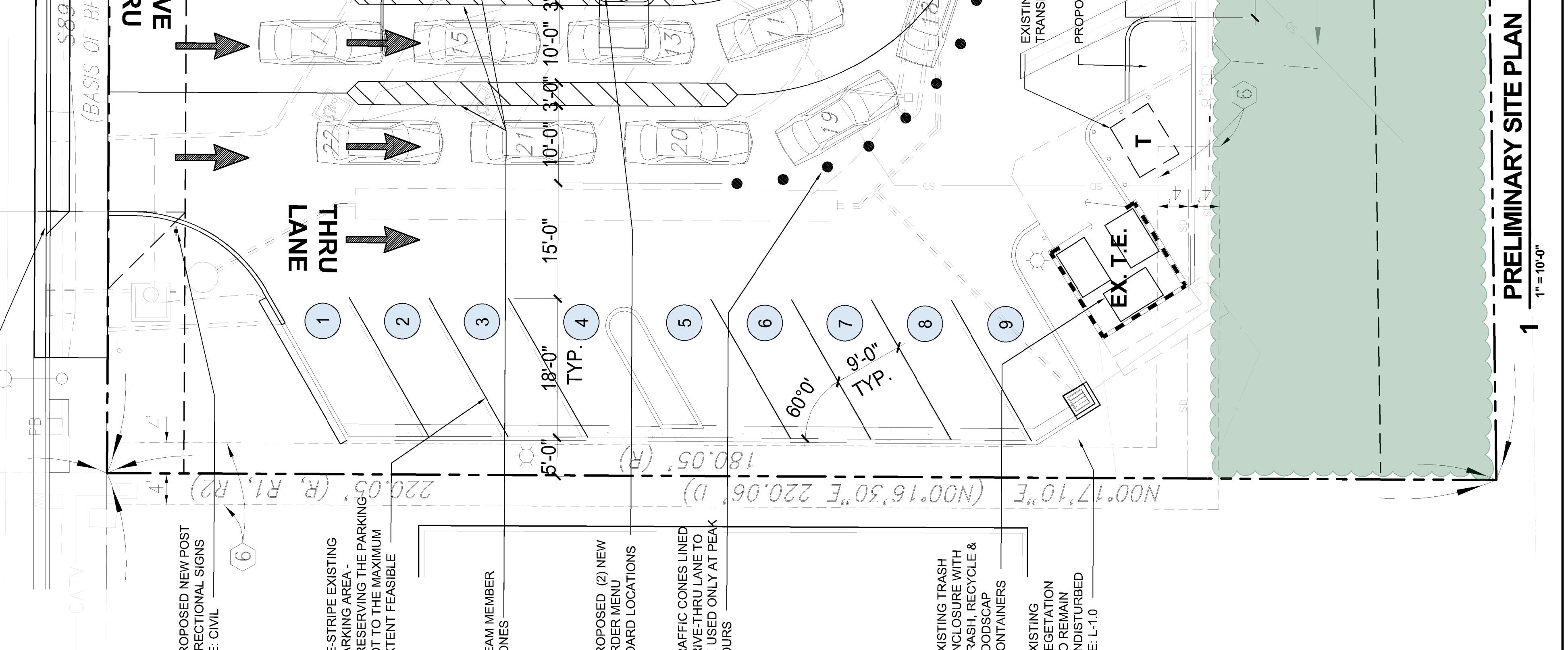
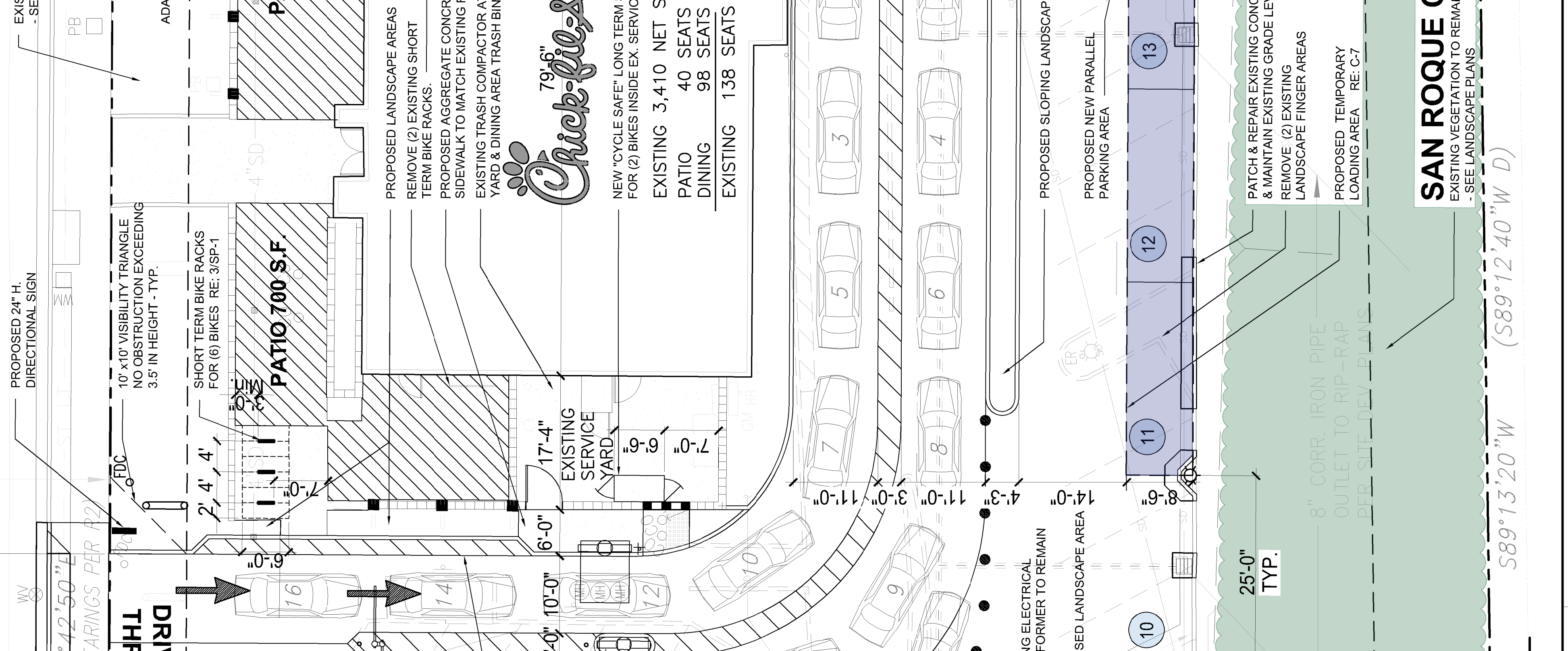
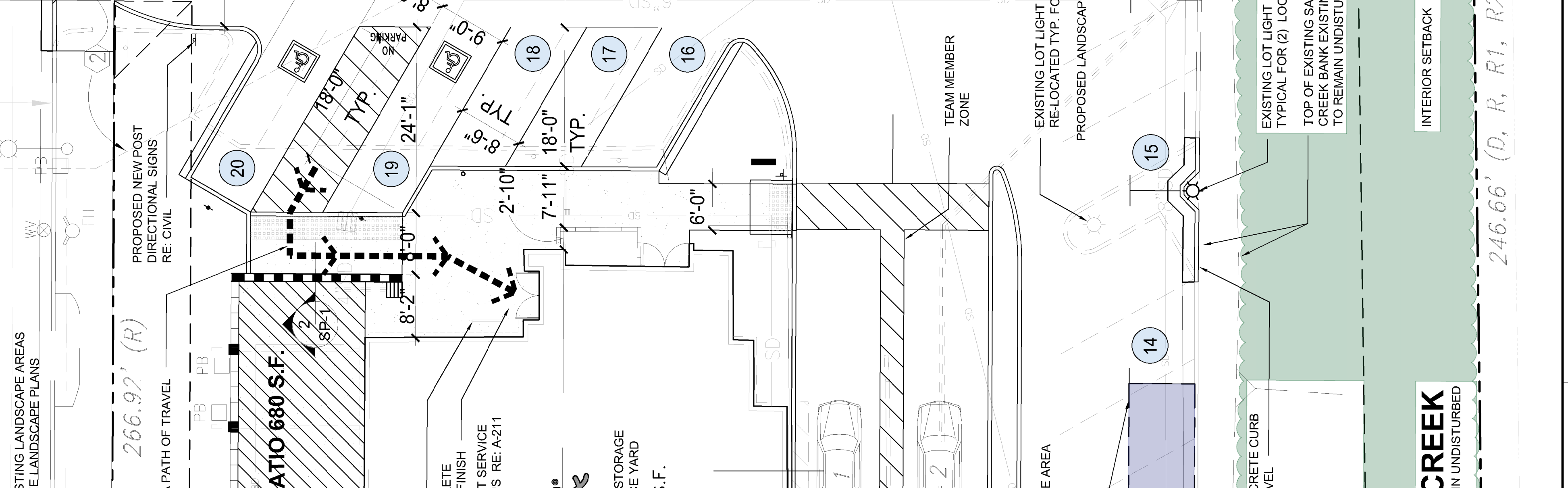
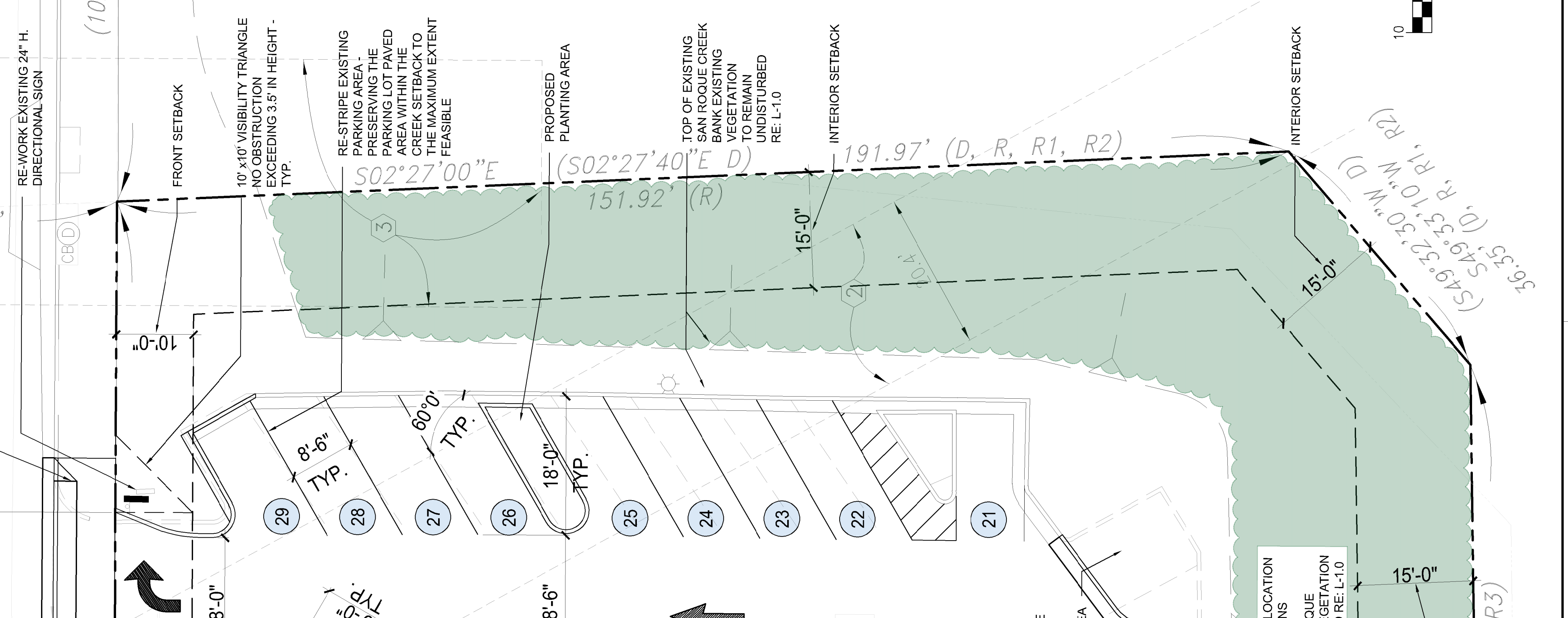
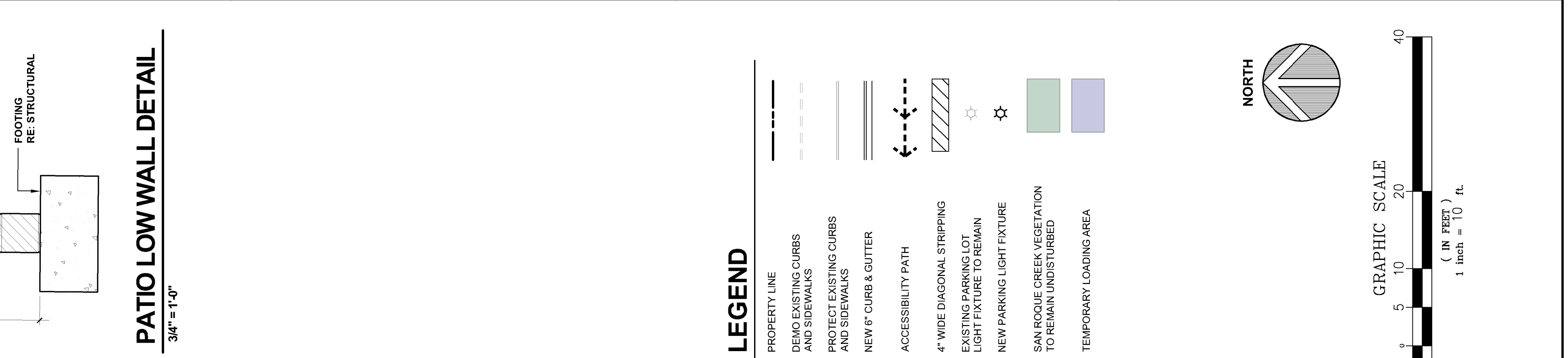
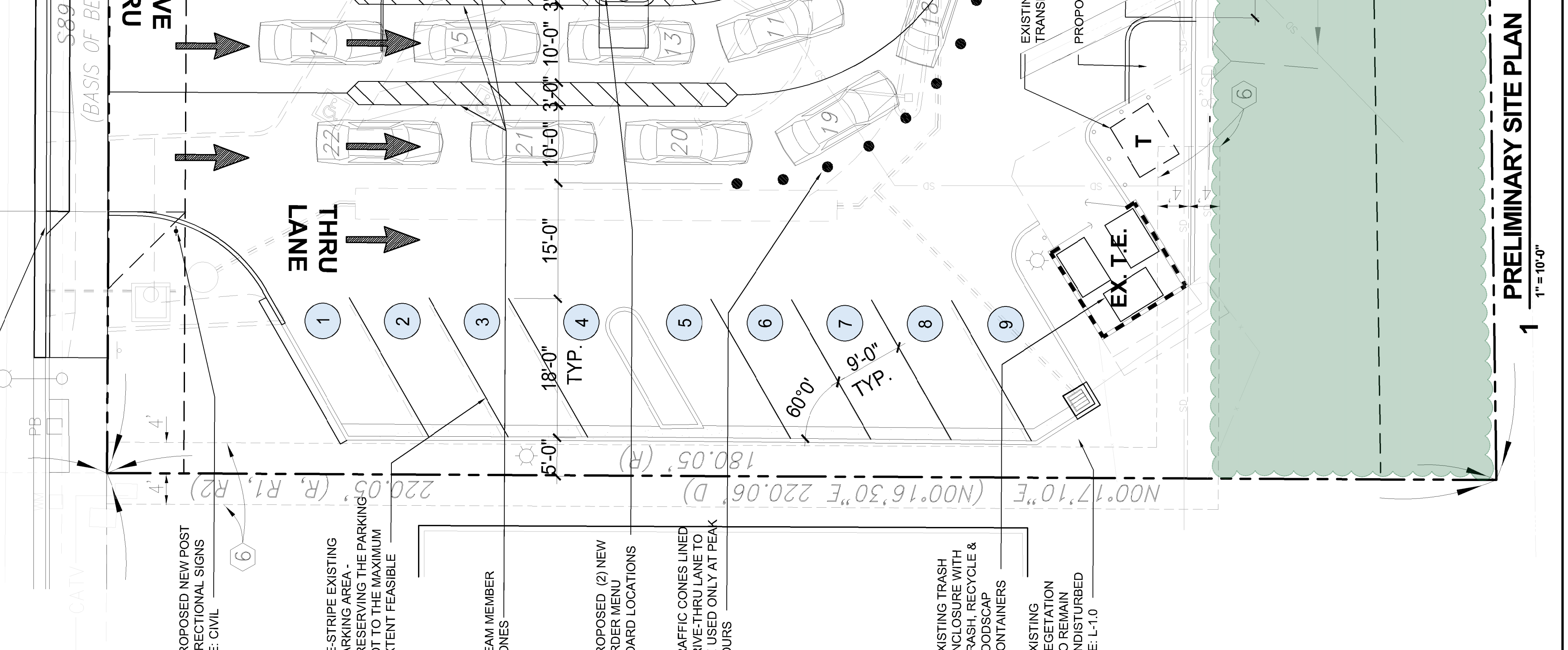
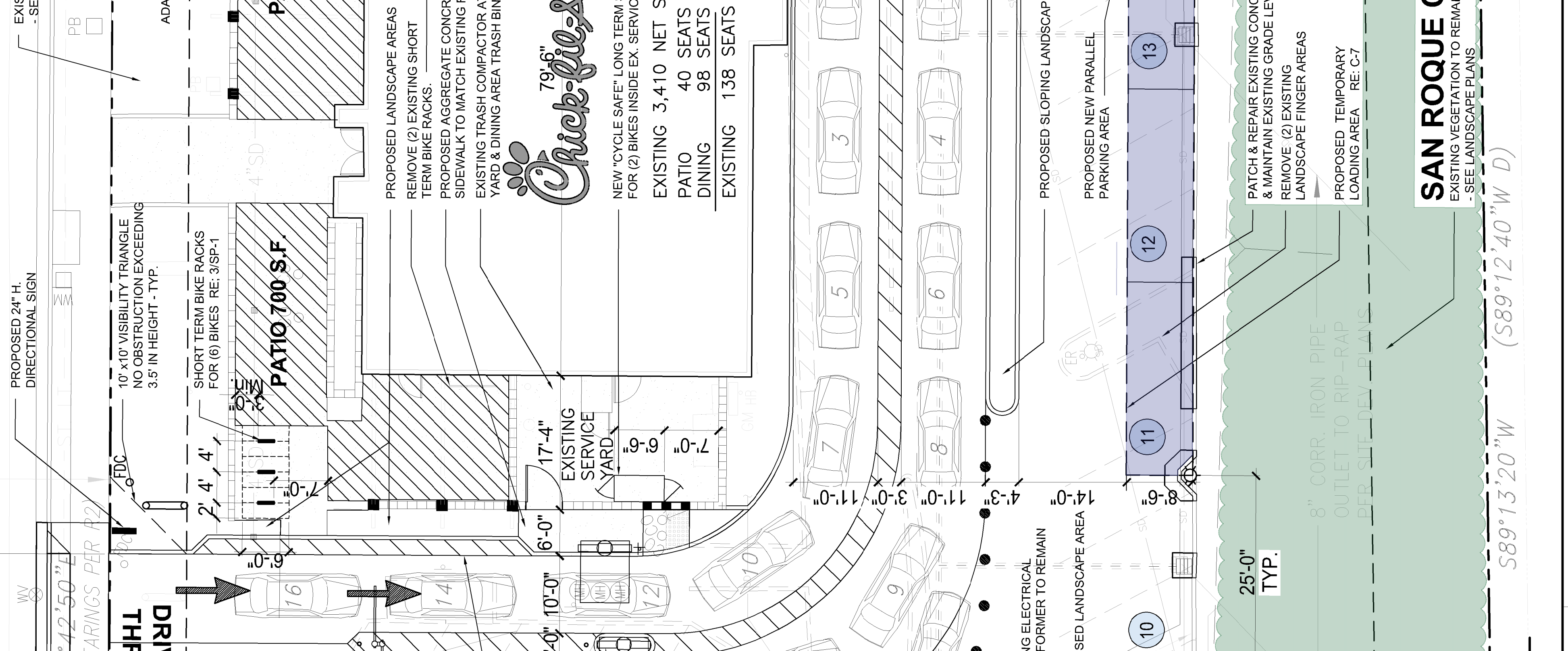
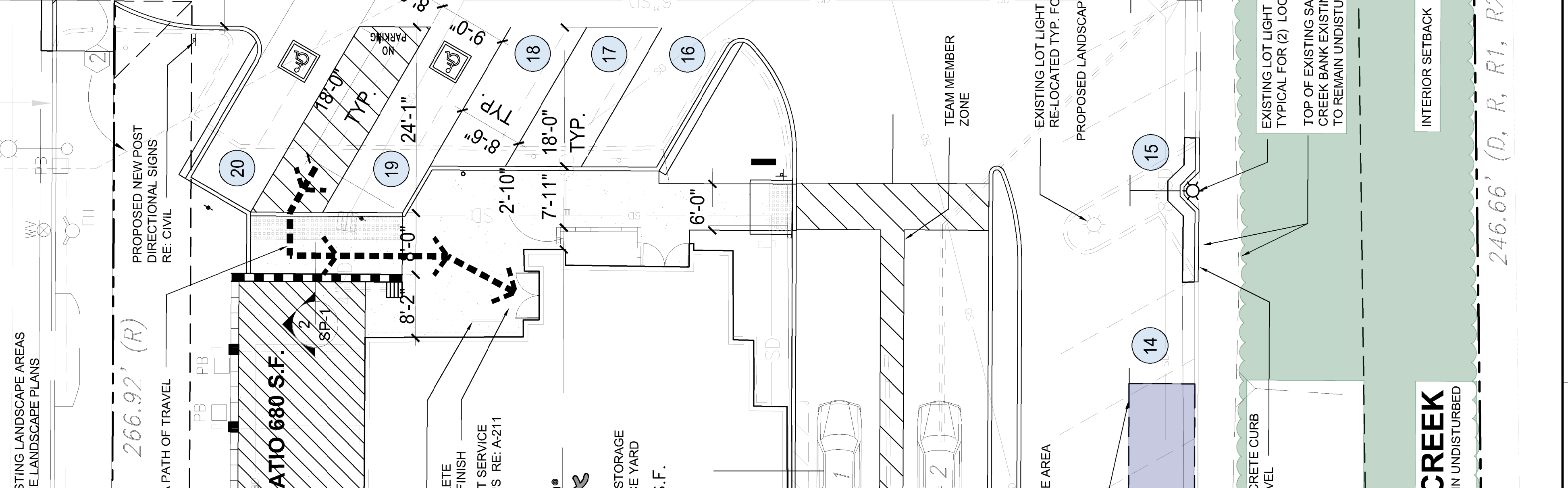
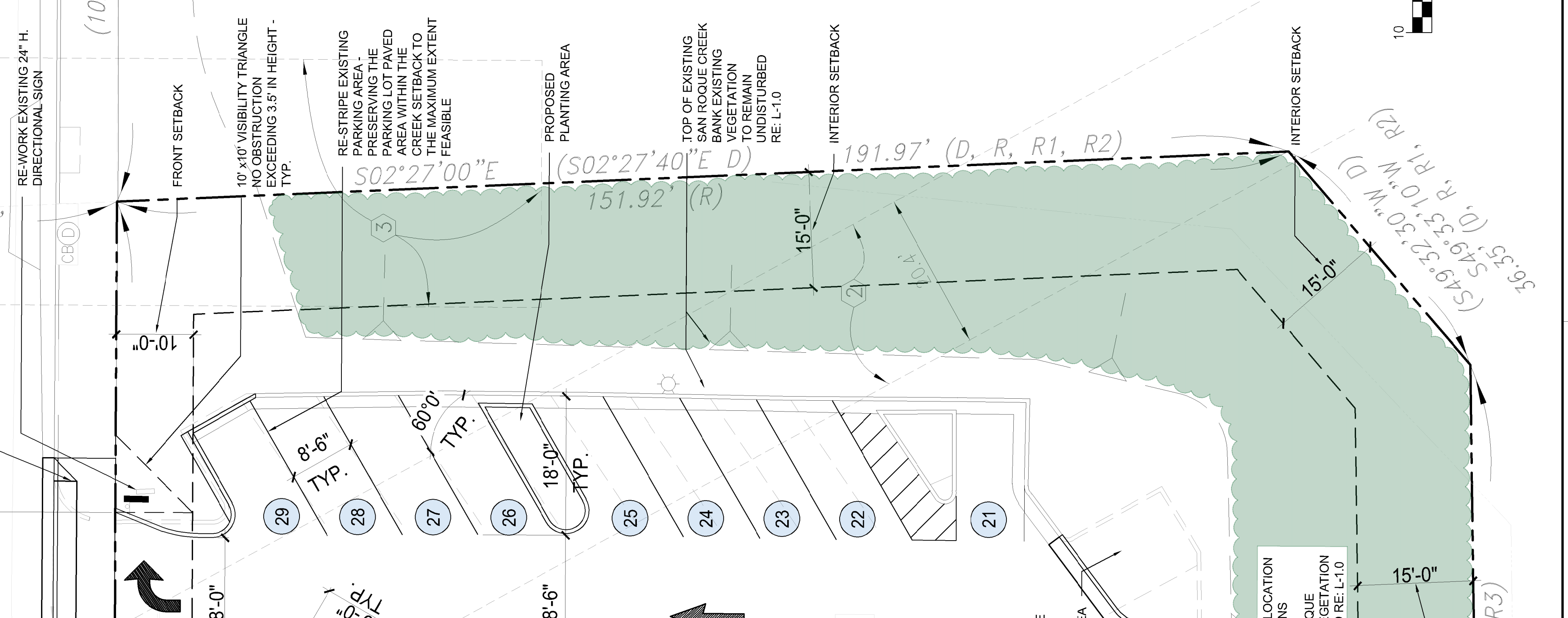
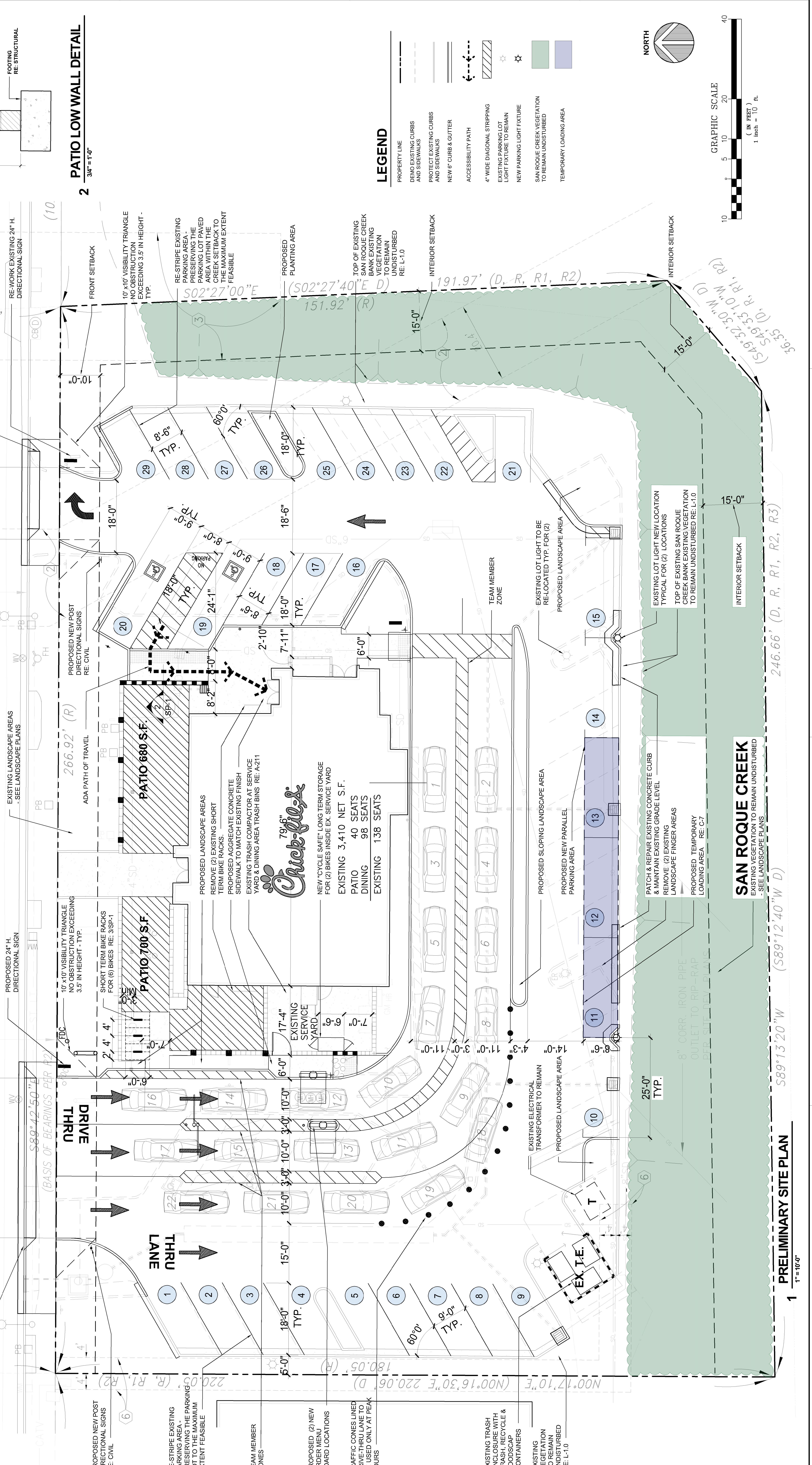
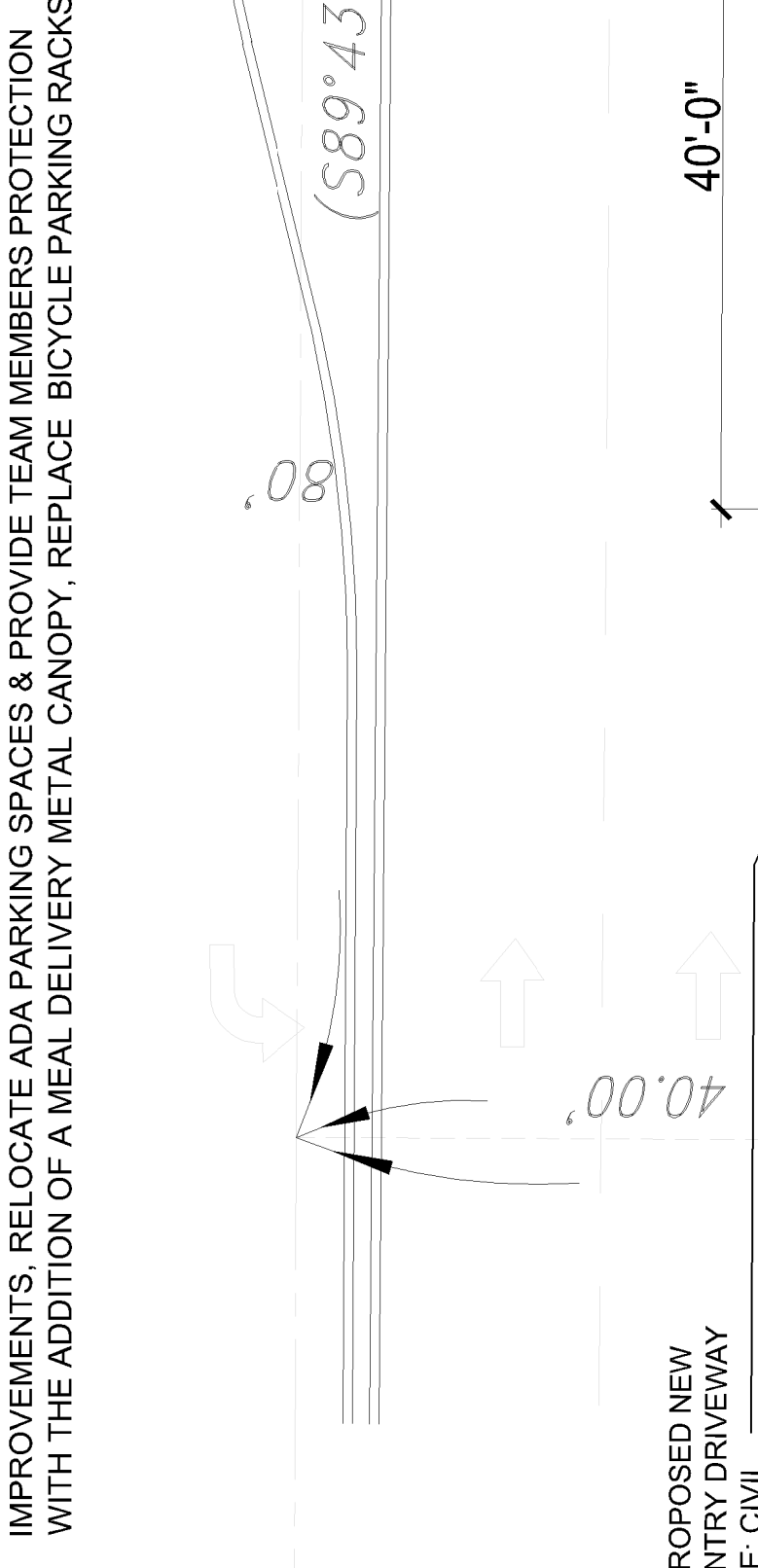
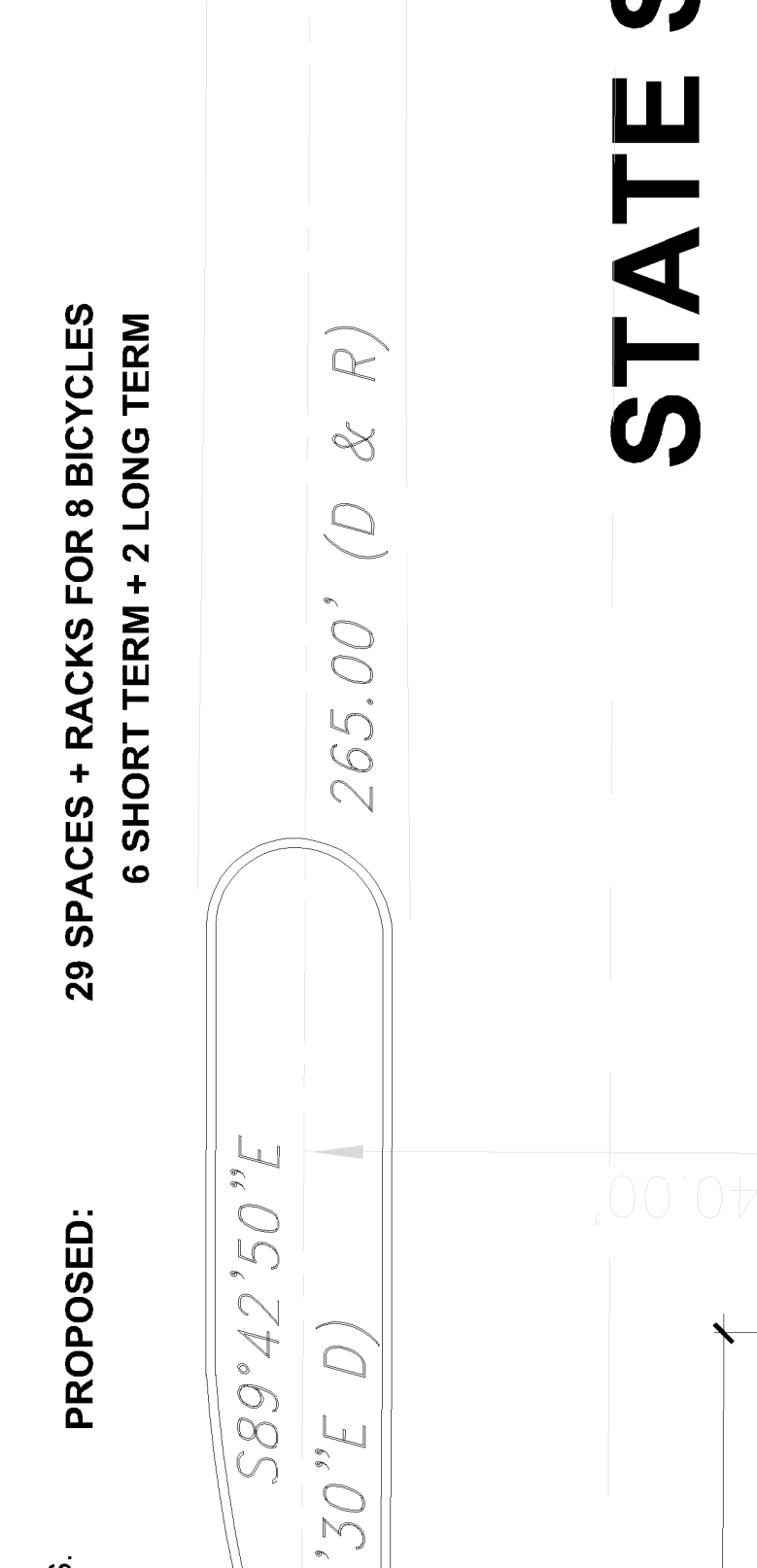
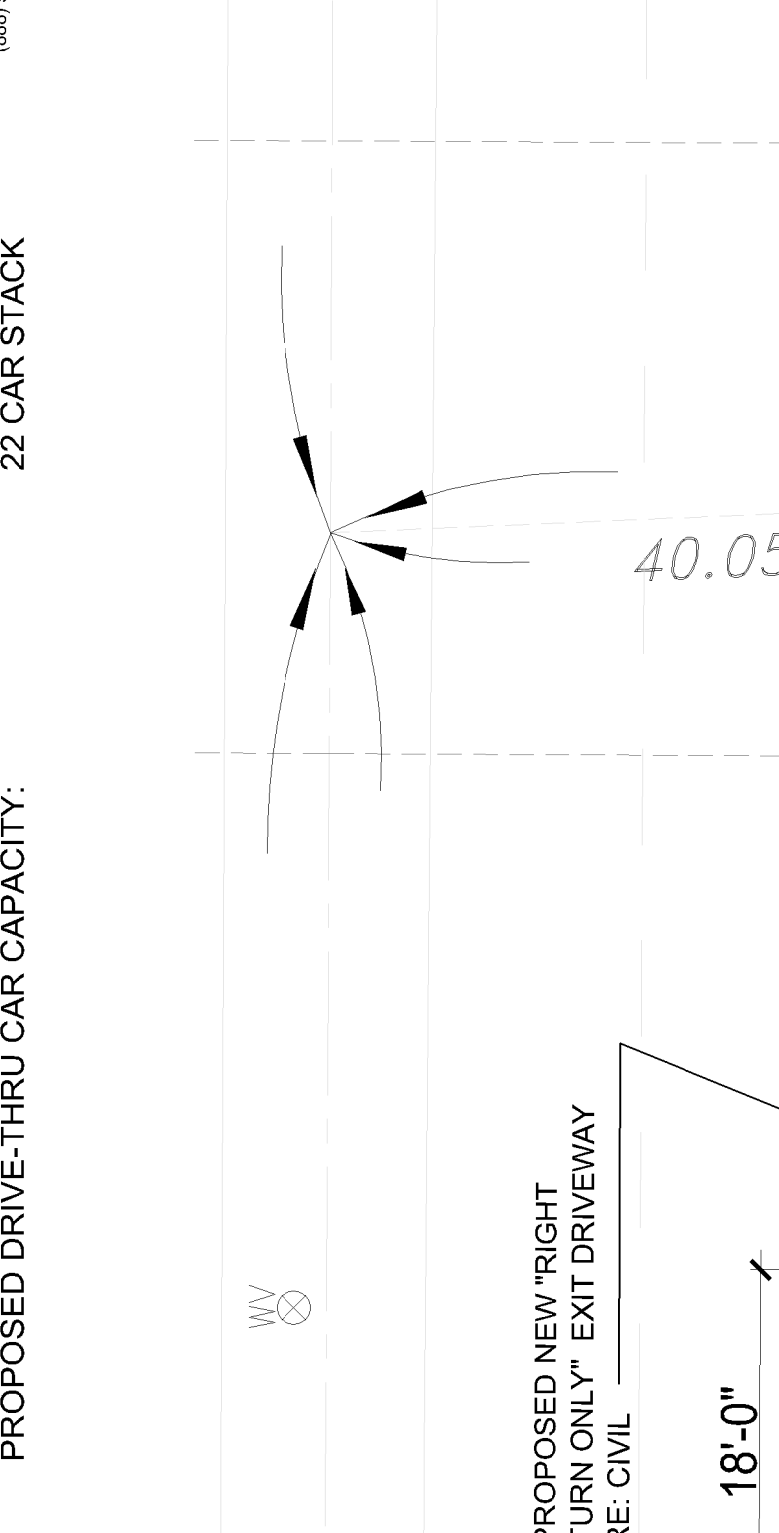
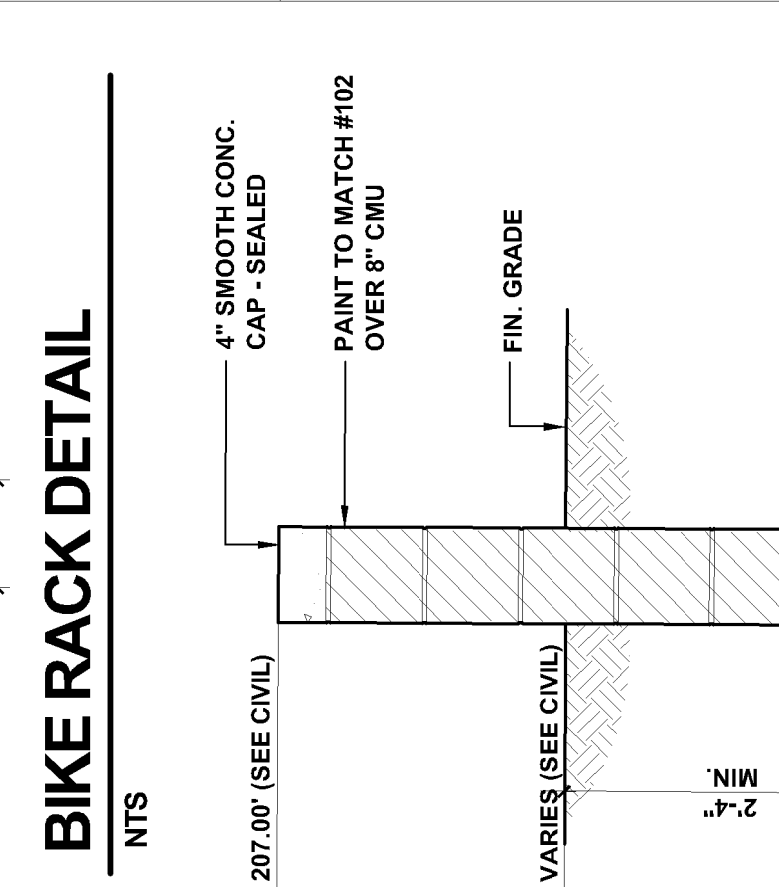
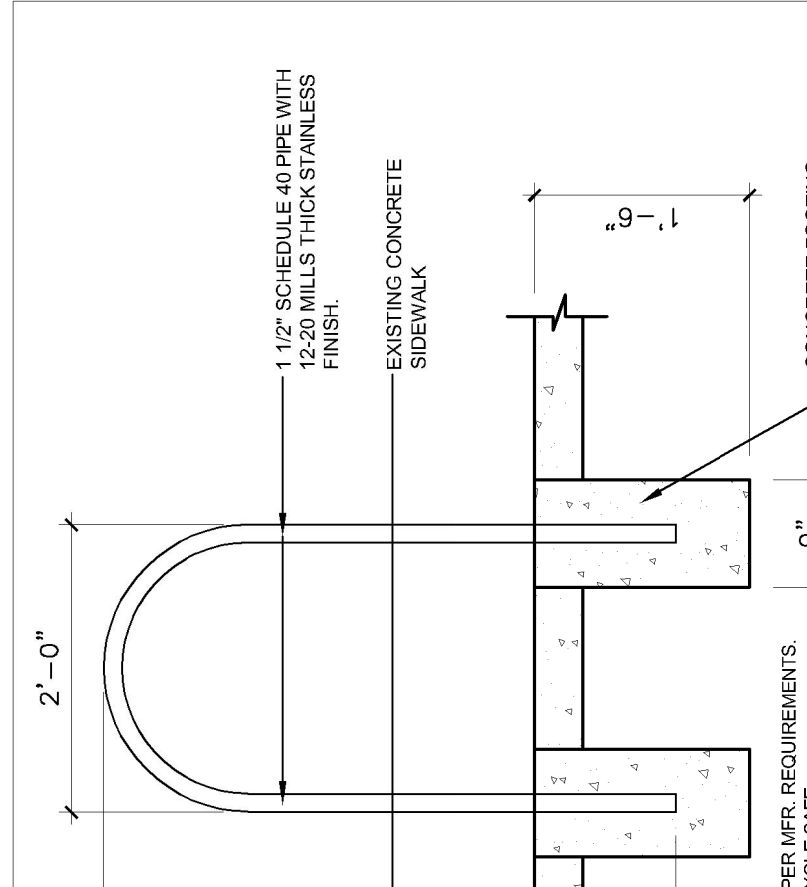
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**SITE STATISTICS**

LOT COVERAGE AREA: 47,311 S.F.  
EXISTING BUILDING GROSS AREA: 3,724 S.F.  
PROPOSED BUILDING GROSS AREA: 3,410 S.F.  
EXISTING LANDSCAPE AREA: 3,410 S.F.  
EXISTING LANDSCAPE AREA: 11,688 S.F.  
PROPOSED NATURAL LANDSCAPE/UNDEVELOPED AREA: 11,688 S.F.  
PROPOSED (WITHIN LIMIT OF WORK) LANDSCAPE AREA: 7,596 S.F.  
TOTAL LANDSCAPE AREA: 19,284 S.F.  
EXISTING TOTAL IMPERVIOUS SURFACES: 27,646 S.F.  
PROPOSED TOTAL IMPERVIOUS SURFACES: 24,617 S.F.  
EXISTING PATIO AREA: 1,542 S.F.  
PROPOSED PATIO AREA: 1,380 S.F.  
EXISTING PARKING LOT/DRIVE-THRU AREA: 5,735 S.F.  
PROPOSED PARKING LOT/DRIVE-THRU AREA: 8 CAR STACK  
EXISTING DRIVE-THRU CAR CAPACITY: 22 CAR STACK  
PROPOSED DRIVE-THRU CAR CAPACITY:





**EXHIBIT C**

CORRESPONDENCE DATED MARCH 11, 2022  
DESCRIBING INTERIM TRAFFIC MANAGEMENT MEASURES





**Brownstein Hyatt Farber Schreck, LLP**

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1021 Anacapa Street, 2nd Floor  
Santa Barbara, California 93101

March 11, 2022

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**VIA EMAIL: CLERK@SANTABARBARACA.GOV**

City of Santa Barbara  
Santa Barbara City Council  
P.O. Box 1990  
Santa Barbara, CA 93102-1990

RE: Follow-up From March 1, 2022 City Council Hearing Regarding Interim Traffic Management Measures Being Implemented at the Santa Barbara Chick-fil-A Restaurant at 3707 State Street

Dear City Councilmembers:

This letter follows up on the March 1, 2022 hearing before the City Council ("Council"), in which Chick-fil-A, Inc. ("CFA") and its Operator, Travis Collins, explained why the drive-through operation at the CFA branded restaurant located at 3707 State Street ("Property") should not be declared a nuisance. As you know, this CFA restaurant, like many others across the country, experienced an unprecedented surge in demand over the past few years, coupled with significant staffing shortages, fueled by the COVID-19 pandemic. During this challenging period, CFA and the Operator have been developing and implementing a variety of short, mid, and long-term strategies to enhance traffic flow onto and over the Property and to avoid material traffic queuing on State Street near the Property. We believe that significant progress has been made in this effort, particularly of late, to the point where, as of today, no material drive-through queuing related to this restaurant is occurring on State Street. To the extent any queuing is observed, the traffic control officer is addressing it immediately.

This letter outlines the interim measures CFA and the Operator are currently implementing ("Interim Traffic Management Measures"), as CFA continues to work with City staff to process its application for additional physical improvements to the Property that will further improve traffic flow on and off the site, reducing the wait times for drive-through customers, and further minimizing any risk of traffic issues associated with the Property (Application No. PLN2021-00093) ("Proposed Plan for Physical Site Improvements"). CFA and the Operator commit to continue implementing the Interim Traffic Management Measures detailed below.

**Interim Traffic Management Measures**

Implementation of the following measures will help maximize the efficiency of traffic flow onto and off of the Property.

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- **Third-Party Traffic Control Officer:** The Operator will maintain the onsite third-party traffic control officer during peak hours of operation. The traffic control officer will direct vehicles onto the Property and, when feasible, direct vehicles away from the site if the drive-through is full.
- **Kitchen Upgrades and Operational Improvements:** The Operator has implemented various changes to the bagging and ordering systems that resulted in faster drive-through service and less time waiting for food to be delivered. The Operator also has implemented various kitchen upgrades to reduce food preparation time, which has also contributed to faster drive-through service. The team actively manages the drive-through queue to deliver food to customers as soon as it is ready and pulls those customers out of line. Similarly, for larger orders or orders that might be delayed, team members promptly direct customers to designated parking spaces to keep the drive-through queue moving.
- **Parking Management:** Onsite signage will be erected to discourage customers from offsite parking. The signage is in production and will be installed no later than March 12. If witnessed, the traffic control officer will verbally discourage offsite parking.
- **Staffing:** Staffing team members at the restaurant is a dynamic and ever-changing process which accounts for many factors. The Proposed Plan for Physical Site Improvements will improve traffic flow on the site and increase efficiency of ordering and food distribution, changing (and likely reducing) the outdoor staffing requirements for the Drive-Through. However, during this interim period, before the Proposed Plan for Physical Site Improvements are implemented, during peak hours, the Operator is committed to staffing the Drive-Through with at least five outdoor team members (in addition to the Third-Party Traffic Control Officer). The Operator expects that this staffing will ensure the efficient and effective operation of the Drive-Through. As discussed further below, to the extent that regular traffic and queuing studies by a traffic engineer reflect any queuing issues at the restaurant, the traffic engineer will recommend additional measures to address the issue.
- **Communication with the Public:** Additional signage is being erected onsite to publicize Chick-fil-A's Customer CARES line (866-232-2040) to allow the public to notify CFA and the Operator of any traffic or other concerns. The signage is in production and will be installed no later than March 12.
- **Education:** The Operator will continue to educate customers on the ongoing efforts to expedite the drive-through experience and to observe proper drive-through etiquette.

CFA, the Operator, and the Brownstein team are committed to effectively resolving community concerns regarding queuing on State Street. Early data show that the current combination of Interim

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Traffic Management Measures is working; there is no material queuing occurring on State Street due to the restaurant. CFA will provide monthly updates to the Council from its traffic engineer Keil Maberry from Linscott, Law and Greenspan, Engineers ("LLG") evaluating the success of these Interim Traffic Management Measures, and if necessary, recommending additional proposed measures. We plan to deliver the first update in the first week of June.

CFA and the Operator hope that as we continue to implement and monitor the success of the Interim Traffic Management Measures, and as we continue to process our Proposed Plan for Physical Site Improvements with the City, City staff will coordinate and work with us. To that end, City staff and our team have set a meeting on March 15, 2022 to discuss the items detailed in this letter along with next steps regarding our pending application.

Thank you for your time and attention to this important issue. We look forward to continuing our work with this Council and City staff.

Sincerely,



Beth A. Collins

Cc: Mr. Ariel Calonne, City Attorney;  
Mr. Dan Hentschke, Assistant City Attorney